

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
**Caption in Compliance with D.N.J. LBR 9004-1**

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In re:

CBRM REALTY INC.,

Debtor.<sup>1</sup>

Chapter 11

Case No. 25-15343 (MBK)  
(Jointly Administered)

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: CBRM Realty Inc. (2420), Crown Capital Holdings LLC (1411), Kelly Hamilton Apts LLC (1115), Kelly Hamilton Apts MM LLC (0765), RH Chenault Creek LLC (8987), RH Copper Creek LLC (0874), RH Lakewind East LLC (6963), RH Windrun LLC (0122), RH New Orleans Holdings LLC (7528), and RH New Orleans Holdings MM LLC (1951). The location of the Debtors' service address in these chapter 11 cases is: In re CBRM Realty Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.



**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER  
AUTHORIZING THE EMPLOYMENT AND RETENTION OF  
KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL  
AS ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

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The above-captioned debtors and debtors in possession (the “**Debtors**”) respectfully state as follows in support of this application:

**Relief Requested**

1. The Debtors previously filed an application (the “**Claims Agent Application**”) for an order appointing Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”) as claims and noticing agent pursuant to 28 U.S.C. § 156(c), which application was granted by this Court on June 2, 2023 [Docket No. 101]. The Debtors believe that administration of these chapter 11 cases will require Verita to perform services arguably outside the scope of the order approving the Claims Agent Application, including assisting the Debtors with the preparation of their schedules of assets and liabilities and statements of financial affairs (collectively, the “**Schedules and Statements**”) as well as with the plan solicitation and confirmation process.

2. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Order**”), authorizing the Debtors to employ and retain Verita as the Debtors’ administrative advisor (the “**Administrative Advisor**”) effective as of the Petition Date in accordance with that certain services agreement dated May 20, 2025 by and between the Debtors and Verita (the “**Services Agreement**”), attached to the Order as **Exhibit 1**. In support of this application, the Debtors submit the declaration of Evan Gershbein (the “**Gershbein Declaration**”), a copy of which is attached hereto as **Exhibit B**.

**Jurisdiction and Venue**

3. The United States Bankruptcy Court for the District of New Jersey (the “**Court**”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Standing Order of Reference*

*to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). This matter is a core proceeding under 28 U.S.C. § 157(b). The Debtors confirm their consent to the Court entering a final order.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The predicates for the relief requested herein are sections 327(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), rules 2014(a) and 2016(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the District of New Jersey (the “**Local Rules**”).

### **Background**

6. On May 19, 2025 (the “**Petition Date**”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing the above-captioned chapter 11 cases. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The chapter 11 cases are being jointly administered pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases and no official committees have been appointed or designated.

### **Verita’s Qualifications**

7. Verita is a bankruptcy administrator that specializes in providing comprehensive chapter 11 administrative services including noticing, claims processing, assisting with preparation of schedules of assets and liabilities and statements of financial affairs, solicitation, balloting, and other related services critical to the effective administration of chapter 11 cases. Verita has

developed efficient and cost-effective methods to properly handle the voluminous mailings associated with the noticing, claims processing, solicitation, and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders, and all other parties in interest. Further, Verita will work with the Office of the Clerk of the Court (the “**Clerk**”) to ensure that such methodology conforms to all of the Court’s procedures, the Local Rules, and the requirements of any Court orders.

8. As a specialist in claims management and legal administration services, Verita provides comprehensive services in chapter 11 cases. Verita has substantial experience in matters of all sizes and levels of complexity, including many bankruptcy cases filed in this district and the Third Circuit. *See, e.g., In re Thrasio Holdings, Inc., et al.*, Case No. 24-11840 (CMG) (Bankr. D.N.J. May 13, 2024); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Feb. 16, 2024); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. July 18, 2023); *In re PGX Holdings, Inc.*, No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023); *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Oct. 7, 2022); *In re First Guar. Mortg. Corp.*, No. 22-10584 (CTG) (Bankr. D. Del. Jul. 28, 2022); *In re Zosana Pharma Corp.*, No. 22-10506 (JKS) (Bankr. D. Del. Jun. 30, 2022); *In re Sequential Brands Grp., Inc.*, No. 21-11194 (JTD) (Bankr. D. Del. Oct. 4, 2021); *In re Alex and Ani, LLC.*, No. 21-10746 (CTG) (Bankr. D. Del. Jul 15, 2021); *In re TECT Aerospace Grp. Holdings, Inc.*, No. 21-10670 (KBO) (Bankr. D. Del. May 5, 2021); *In re Medley LLC*, No. 21-10525 (KBO) (Bankr. D. Del. Apr. 1, 2021); *In re Extraction Oil & Gas, Inc.*, No. 20-11548 (CSS) (Bankr. D. Del. Aug. 11, 2020); *In re Akorn, Inc.*, No. 20-11177 (KBO) (Bankr. D. Del. Jun. 23, 2020); *In re Pace Indus., LLC*, No. 20-10927 (MFW) (Bankr. D. Del. May 7, 2020); *In re TZEW Holdco LLC*, No. 20-10910 (CSS) (Bankr. D. Del. Jun. 2, 2020); *In re Melinta Therapeutics, Inc.*, No. 19-12748 (LSS) (Bankr. D. Del. Dec. 27, 2019); *In re Celadon Grp., Inc.*,

No. 19-12606 (KBO) (Bankr. D. Del. Dec. 8, 2019); *In re HRI Holding Corp.*, No. 19-12415 (MFW) (Bankr. D. Del. Nov. 14, 2019).<sup>2</sup>

9. The Debtors chose Verita to perform the Administrative Services (as defined herein) because of Verita's experience, reputation, familiarity with these chapter 11 cases, and the competitiveness of its fees. The Debtors submit that using Verita to provide the Administrative Services has provided, and will continue to provide, the most cost-effective and efficient administration of these chapter 11 cases. Further, retaining Verita as Administrative Advisor has allowed, and will continue to allow, the Debtors and their other professionals to focus on key aspects of the Debtors' restructuring efforts. Accordingly, the Debtors believe that Verita is qualified to provide the Administrative Services and that Verita's retention in such capacity is in the best interests of the Debtors' estate and creditors.

#### **Services to be Provided**

10. Pursuant to the Services Agreement, the Debtors seek to retain Verita as Administrative Advisor to provide, among other things, the following bankruptcy administration services (collectively, the "**Administrative Services**"), if and to the extent requested:<sup>3</sup>

- a) assist with among other things, the preparation of confidential online workspaces and data rooms;
- b) assist with, among other things, the preparation of the Debtors' Schedules and Statements and the gathering of data in conjunction therewith;
- c) assist with, among other things, solicitation, balloting and tabulation of votes, and prepare any related reports, as required in support of confirmation of a chapter 11 plan, and in connection with such services,

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<sup>2</sup> Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Application. Copies of these orders are available upon request to the Debtors' counsel.

<sup>3</sup> The summary provided herein is for illustrative purposes only and is subject to the Services Agreement in all respects. In the event of any inconsistency between the Administrative Services as set forth herein and the Services Agreement, the Services Agreement will control. Capitalized terms used in this section have the meaning ascribed to them in the Services Agreement.

- process requests for documents from parties-in-interest, including, if applicable, brokerage firms, bank back-offices, and institutional holders;
- d) prepare an official ballot certification and, if necessary, testify in support of the ballot tabulation results;
  - e) manage and coordinate any distributions pursuant to a chapter 11 plan; and
  - f) provide such other processing, solicitation, balloting and other administrative services described in the Services Agreement, but not included in the Claims Agent Application, as may be requested from time to time by the Debtors, the Court, or the Clerk.<sup>4</sup>

### **Professional Compensation**

11. The fees Verita will charge in connection with providing services to the Debtors are set forth in the Services Agreement. The Debtors respectfully submit that Verita's rates are competitive and comparable to the rates its competitors charge for similar services. Indeed, the Debtors conducted a competitive comparison of other firms and reviewed their rates before selecting Verita as Administrative Advisor and the rates are reasonable given the quality of Verita's services and its professionals' bankruptcy expertise. Additionally, Verita will seek reimbursement from the Debtors for reasonable and documented expenses in accordance with the terms of the Services Agreement.

12. Verita intends to apply to the Court for allowance of compensation and reimbursement of expenses incurred in connection with the services it provides as Administrative Advisor pursuant to and consistent with the Services Agreement. Verita will comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and orders

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<sup>4</sup> For the avoidance of doubt, the list of services to be provided as set forth herein is not intended to limit the scope of services set forth in the Claims Agent Application.

of the Court entered in these chapter 11 cases regarding professional compensation and reimbursement of expenses.

13. Additionally, under the terms of and in accordance with the Services Agreement, the Debtors have agreed to indemnify, defend, and hold harmless Verita and its affiliates, members, directors, officers, employees, consultants, subcontractors, representatives, and agents under certain circumstances specified in the Services Agreement, except in circumstances resulting solely from Verita's gross negligence or willful misconduct or as otherwise provided in the Services Agreement or Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of an Administrative Advisor in these chapter 11 cases.

**Verita's Disinterestedness**

14. Verita has reviewed its electronic database to determine whether it has any relationships with the creditors and parties-in-interest provided by the Debtors. Verita has represented to the Debtors that, to the best of its knowledge, and except as set forth in the Gershbein Declaration, neither Verita nor any of its professional personnel have any relationship with the Debtors that would impair Verita's ability to serve as Administrative Advisor. To the extent that Verita or its personnel have, or may have had, relationships with certain of the Debtors' creditors, as described in the Gershbein Declaration, Verita has represented to the Debtors that those matters are completely unrelated to the Debtors' chapter 11 cases. To the best of the Debtors' knowledge, Verita is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

15. Verita believes that it does not have any relationships with creditors or parties-in-interest that would present a disqualifying conflict of interest.

16. Verita will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

**Basis for Relief Requested**

17. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

18. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

19. The Debtors seek entry of an order authorizing the retention and employment of Verita as Administrative Advisor in order to help manage certain administrative tasks involved in these chapter 11 cases, including the preparation of the Schedules and Statements and the chapter 11 plan solicitation process. In light of the numerous creditors and other parties-in-interest that are involved in these chapter 11 cases, the Debtors submit that Verita's retention as Administrative



Advisor is in the best interest of the Debtors' estates and their creditors, and that the terms set forth in the Services Agreement are fair and reasonable.

**Waiver of Bankruptcy Rule 6004(a) and 6004(h)**

20. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14)-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

**No Prior Request**

21. No prior request for the relief sought in this application has been made to this or any other court.

**Notice**

22. The Debtors will provide notice of this application to the following parties and/or their respective counsel, as applicable: (a) the office of the United States Trustee for the District of New Jersey; (b) the Kelly Hamilton DIP Lender; (c) the NOLA DIP Lender; (d) Lynd Living; (e) the Ad Hoc Group of Holders of Crown Capital Notes; (f) the United States Attorney's Office for the District of New Jersey; (g) the Internal Revenue Service; (h) the attorneys general in the states where the Debtors conduct their business operations; (i) the U.S. Department of Housing and Urban Development; (j) the U.S. Department of Justice; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Debtors respectfully request that the Court enter the Order granting the relief requested in this application and such other and further relief as the Court deems appropriate under the circumstances.

Dated: June 13, 2025

Respectfully submitted,

/s/ Andrew Zatz

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*Proposed Co-Counsel to Debtors and  
Debtors-in-Possession*

**Exhibit A**

**Proposed Order**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
**Caption in Compliance with D.N.J. LBR 9004-1**

In re:

CBRM REALTY INC.,

Debtor.<sup>1</sup>

Chapter 11

Case No. 25-15343 (MBK)  
(Jointly Administered)

**ORDER AUTHORIZING THE DEBTORS'  
EMPLOYMENT AND RETENTION OF KURTZMAN  
CARSON CONSULTANTS, LLC DBA VERITA GLOBAL  
AS ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

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The relief set forth on the following pages, numbered 2 through 7, is **ORDERED**.

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: CBRM Realty Inc. (2420), Crown Capital Holdings LLC (1411), Kelly Hamilton Apts LLC (1115), Kelly Hamilton Apts MM LLC (0765), RH Chenault Creek LLC (8987), RH Copper Creek LLC (0874), RH Lakewind East LLC (6963), RH Windrun LLC (0122), RH New Orleans Holdings LLC (7528), and RH New Orleans Holdings MM LLC (1951). The location of the Debtors' service address in these chapter 11 cases is: In re CBRM Realty Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

Upon the application (the “**Application**”),<sup>1</sup> of the above-captioned debtors and debtors in possession (the “**Debtors**”), for entry of an order (this “**Order**”) granting the employment and retention of Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”) as administrative advisor (“**Administrative Advisor**”) effective as of the Petition Date, pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, all as more fully described in the Application; and upon the Gershbein Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.) and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court being satisfied, based on the representations made in the Application and the Gershbein Declaration, that (a) Verita does not hold or represent an interest adverse to the Debtors’ estates and (b) Verita is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code as required by section 327(a) of the Bankruptcy Code; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS**

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<sup>1</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

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Debtor: CBRM REALTY INC

Case No. 25-15343 (MBK)

Caption of Order: ORDER AUTHORIZING THE DEBTORS' EMPLOYMENT AND  
RETENTION OF KURTZMAN CARSON CONSULTANTS, LLC DBA  
VERITA GLOBAL AS ADMINISTRATIVE ADVISOR EFFECTIVE AS  
OF THE PETITION DATE

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**HEREBY ORDERED THAT:**

1. The Application is GRANTED as set forth herein.
2. The Debtors are authorized to retain Verita as Administrative Advisor pursuant to section 327(a) of the Bankruptcy Code effective as of the Petition Date under the terms of the Services Agreement attached hereto as **Exhibit 1**, and Verita is authorized to perform the bankruptcy administration services described in the Application and set forth in the Services Agreement.
3. Any services Verita will provide relating to the Debtors' schedules of assets and liabilities and statements of financial affairs shall be limited to administrative and ministerial services. The Debtors shall remain responsible for the content and accuracy of their schedules of assets and liabilities and statements of financial affairs.
4. Verita is authorized to take all actions necessary to comply with its duties as Administrative Advisor as described in the Application and set forth in the Services Agreement.
5. Verita shall apply to the Court for allowance of compensation and reimbursement of expenses incurred in its capacity as Administrative Advisor in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any orders entered in these cases regarding professional compensation and reimbursement of expenses.
6. The indemnification, contribution and reimbursement provisions in the Services Agreement are approved, subject to the following modifications, applicable during the pendency of these chapter 11 cases:

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Debtor: CBRM REALTY INC

Case No. 25-15343 (MBK)

Caption of Order: ORDER AUTHORIZING THE DEBTORS' EMPLOYMENT AND  
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VERITA GLOBAL AS ADMINISTRATIVE ADVISOR EFFECTIVE AS  
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- a) Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement unless the indemnification, contribution, or reimbursement is approved by the Court.
- b) Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any claim or expense that is either: (i) judicially determined (that determination having become final) to have arisen from Verita's gross negligence, willful misconduct, bad faith, self-dealing, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Verita's obligations under the Services Agreement, unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without the Debtors' consent prior to a judicial determination as to sub-clauses (i) or (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which Verita should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement, as modified by this Order
- c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, Verita believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Services Agreement, as modified by this Order, including, without limitation, the advancement of defense costs, Verita must file an application therefor in this Court, and the Debtors may not pay any such amounts to Verita before the entry of an order of this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification contribution, and/or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify or make contributions or reimbursements to Verita. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution, or reimbursement

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Debtor: CBRM REALTY INC

Case No. 25-15343 (MBK)

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VERITA GLOBAL AS ADMINISTRATIVE ADVISOR EFFECTIVE AS  
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7. Notwithstanding anything to the contrary contained in the Application, Gershbein Declaration, or the Services Agreement, including paragraph II(A) thereof, Verita shall provide at least thirty (30) days' notice of any increases in its billing rates, subject to the parties-in-interest's right to object to any such increases.

8. Notwithstanding anything to the contrary in the Application, Gershbein Declaration, or the Services Agreement, in the event that any of these chapter 11 cases convert to a case under chapter 7 of the Bankruptcy Code, the chapter 7 trustee appointed to such case or cases shall have no obligation to continue the engagement of Verita.

9. Notwithstanding anything in the Application or Services Agreement, Verita shall seek reimbursement from the Debtors' estates for its engagement-related expenses at the firm's actual costs paid.

10. Verita shall not seek reimbursement of any fees or costs arising from the defense of its fee applications in the above-captioned cases.

11. Notwithstanding, anything in the Application, the Gershbein Declaration or the Services Agreement to the contrary, to the extent Verita uses the services of independent contractors or subcontractors (collectively, the "**Contractors**") in these chapter 11 cases, Verita shall (a) pass through the cost of such Contractors to the Debtors at the same rate that Verita pays the Contractors; (b) seek reimbursement for actual costs of the Contractors only; (c) ensure that the Contractors perform the conflicts check required by Bankruptcy Rule 2014 and file with the Court such disclosures as required by Bankruptcy Rule 2014; and (d) attach any such Contractor



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Debtor: CBRM REALTY INC

Case No. 25-15343 (MBK)

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VERITA GLOBAL AS ADMINISTRATIVE ADVISOR EFFECTIVE AS  
OF THE PETITION DATE

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invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in these chapter 11 cases.

12. Notwithstanding anything to the contrary contained in the Application, Gershbein Declaration, or the Services Agreement, (i) the 2.5% late charge in paragraph II(E) of the Service Agreement shall not be assessed during the pendency of these chapter 11 cases and (ii) the payment of invoices upon receipt in paragraph II(E) of the Services Agreement shall not be applicable during the pendency of these cases.

13. The Debtors and Verita are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

14. In the event of any inconsistency between the Services Agreement and this Order, this Order shall govern.

15. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

16. Any relief granted to the Debtors pursuant to this Interim Order shall mean the Debtors, acting at the direction of the Independent Fiduciary.

17. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

18. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Exhibit 1**

**Services Agreement**

## VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 20 day of May 2025, between CBRM Realty Inc. (together with its affiliates and subsidiaries, the “Company”),<sup>1</sup> and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, “Verita”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### Terms and Conditions

#### I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “Verita Fee Structure”).

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

#### II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita’s prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

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<sup>1</sup> The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.

## VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, that if any such increase exceeds 15%, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement; provided that any expenses under this section exceeding \$10,000 in the aggregate require pre-approval by the Company, not to be unreasonably withheld or delayed.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, except to the extent caused by Verita's breach of this Agreement, gross negligence, or willful misconduct, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority, other than taxes assessed based on Verita's income which will be Veritas's sole responsibility.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. The parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable, the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

## VERITA AGREEMENT FOR SERVICES

### III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term “program” shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita’s performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company’s use during and in connection with the services provided by Verita under this Agreement. Verita agrees that all Company data submitted to Verita by or on behalf of the Company shall remain the exclusive property of the Company.

### IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

### V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days’ written notice to the other party, release the required information.

### VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days’ written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term “Cause” means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company’s reorganization under chapter 11 of the Bankruptcy Code, or (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita’s then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably

## VERITA AGREEMENT FOR SERVICES

acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

### VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

### VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

### IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's breach of contract, fraud, gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such

## VERITA AGREEMENT FOR SERVICES

Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita. Pursuant to Section V of this Agreement, Verita and its employees, agents, professionals, and representatives shall safeguard and protect the confidentiality of the Company's non-public records, systems, procedures, software, and other information received in connection with the services provided under this Agreement with no less care than Verita would take to safeguard and protect the confidentiality of its own confidential information.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

### X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

### XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

### XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:



## VERITA AGREEMENT FOR SERVICES

KCC/Verita Global, LLC  
222 N. Pacific Coast Highway, 3rd Floor  
El Segundo, CA 90245  
Attn: Drake D. Foster  
Tel: (310) 823-9000  
Fax: (310) 823-9133  
E-Mail: dfoster@veritaglobal.com

CBRM Realty Inc.  
c/o White & Case LLP  
1221 Avenue of the Americas  
New York, NY 10020  
Attn: Barrett Lingle  
Tel: (212) 819-7053  
E-Mail: barrett.lingle@whitecase.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

### XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

### XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

### XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

### XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.

### XVII. ATTORNEYS' FEES

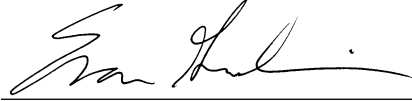
In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.



## VERITA AGREEMENT FOR SERVICES

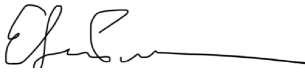
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

A handwritten signature in black ink, appearing to read "Evan Gershbein", written over a horizontal line.

BY: Evan Gershbein DATE: May 20, 2025  
TITLE: EVP, Corporate Restructuring Services

CBRM Realty Inc.

A handwritten signature in black ink, appearing to read "Elizabeth LaPuma", written over a horizontal line.

BY: Elizabeth LaPuma DATE: May 20, 2025  
TITLE: Authorized Signatory

**Exhibit B**

**Gershbein Declaration**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY  
**Caption in Compliance with D.N.J. LBR 9004-1**

**WHITE & CASE LLP**

Gregory F. Pesce (admitted *pro hac vice*)  
111 South Wacker Drive  
Chicago, Illinois 60606  
Telephone: (312) 881-5400  
Email: gregory.pesce@whitecase.com

-and-

Andrew Zatz  
Barrett Lingle (admitted *pro hac vice*)  
1221 Avenue of the Americas  
New York, New York 10020  
Telephone: (212) 819-8200  
Email: azatz@whitecase.com  
barrett.lingle@whitecase.com

*Proposed Counsel to Debtors and Debtors-in-Possession*

**KEN ROSEN ADVISORS PC**

Kenneth A. Rosen  
80 Central Park West  
New York, New York 10023  
Telephone: (973) 493-4955  
Email: ken@kenrosenadvisors.com

*Proposed Co-Counsel to Debtors and Debtors-in-Possession*

In re:

CBRM REALTY INC.,

Debtor.<sup>1</sup>

Chapter 11

Case No. 25-15343 (MBK)  
(Jointly Administered)

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: CBRM Realty Inc. (2420), Crown Capital Holdings LLC (1411), Kelly Hamilton Apts LLC (1115), Kelly Hamilton Apts MM LLC (0765), RH Chenault Creek LLC (8987), RH Copper Creek LLC (0874), RH Lakewind East LLC (6963), RH Windrun LLC (0122), RH New Orleans Holdings LLC (7528), and RH New Orleans Holdings MM LLC (1951). The location of the Debtors' service address in these chapter 11 cases is: In re CBRM Realty Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

**DECLARATION OF EVAN J. GESHBEIN IN  
SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF  
AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF  
KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA GLOBAL  
AS ADMINISTRATIVE ADVISOR EFFECTIVE AS OF THE PETITION DATE**

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I, Evan J. Gershbein, under penalty of perjury, declare as follows:

1. I am an Executive Vice President of Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”), whose offices are located at 222 N. Pacific Coast Hwy, 3rd Floor, El Segundo, CA 90245. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This declaration (the “**Declaration**”) is made in support the *Debtor’s Application for Entry of an Order Authorizing the Appointment of Kurtzman Carson Consultants, LLC dba Verita Global as Administrative Advisor Effective as of the Petition Date* (the “**Application**”)<sup>2</sup> which is filed contemporaneously herewith.

3. This Declaration incorporates the *Debtors’ Application for Entry of an Order Authorizing the Appointment of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent Effective as of the Petition Date* (the “**Claims Agent Application**”) [Docket No. 37].

4. As Administrative Advisor, Verita will perform the Administrative Services specified in the Application and the Services Agreement.

5. Verita is comprised of industry-leading professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita’s professionals have experience in noticing, claims administration, solicitation, balloting, and

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<sup>2</sup> Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Application.

facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. Verita's professionals have acted as debtor's counsel or official claims and noticing agent in many large bankruptcy cases in this district and others. *See, e.g., In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. May 13, 2024); *In re Invitae Corp.*, No. 24-11362 (MBK) (Bankr. D.N.J. Feb. 16, 2024); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. July 18, 2023); *In re PGX Holdings, Inc.*, No. 23-10718 (CTG) (Bankr. D. Del. June 6, 2023); *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Oct. 7, 2022); *In re First Guar. Mortg. Corp.*, No. 22-10584 (CTG) (Bankr. D. Del. Jul. 28, 2022); *In re Zosana Pharma Corp.*, No. 22-10506 (JKS) (Bankr. D. Del. Jun. 30, 2022); *In re Sequential Brands Grp., Inc.*, No. 21-11194 (JTD) (Bankr. D. Del. Oct. 4, 2021); *In re Alex and Ani, LLC*, No. 21-10746 (CTG) (Bankr. D. Del. Jul 15, 2021); *In re TECT Aerospace Grp. Holdings, Inc.*, No. 21-10670 (KBO) (Bankr. D. Del. May 5, 2021); *In re Medley LLC*, No. 21-10525 (KBO) (Bankr. D. Del. Apr. 1, 2021); *In re Extraction Oil & Gas, Inc.*, No. 20-11548 (CSS) (Bankr. D. Del. Aug. 11, 2020); *In re Akorn, Inc.*, No. 20-11177 (KBO) (Bankr. D. Del. Jun. 23, 2020); *In re Pace Indus., LLC*, No. 20-10927 (MFW) (Bankr. D. Del. May 7, 2020); *In re TZEW Holdco LLC*, No. 20-10910 (CSS) (Bankr. D. Del. Jun. 2, 2020); *In re Melinta Therapeutics, Inc.*, No. 19-12748 (LSS) (Bankr. D. Del. Dec. 27, 2019); *In re Celadon Grp., Inc.*, No. 19-12606 (KBO) (Bankr. D. Del. Dec. 8, 2019); *In re HRI Holding Corp.*, No. 19-12415 (MFW) (Bankr. D. Del. Nov. 14, 2019).

6. I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the "**Potential Parties in Interest**") in these chapter 11 cases. The results of the conflict check were compiled and reviewed by Verita professionals under my supervision. At this time and to the best of my knowledge, and as set forth in further detail herein, Verita is not aware of any relationship that would present a disqualifying conflict of interest.

Should Verita discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to promptly file a supplemental declaration.

7. Verita is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that Verita and its professional personnel:

- a) are not creditors, equity security holders or insiders of the Debtors;
- b) are not and were not, within two years before the date of the filing of the chapter 11 cases, directors, officers, or employees of the Debtors; and
- c) do not have an interest materially adverse to the interest of the Debtors’ estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the, the Debtors.

8. The Debtors have many creditors and, accordingly, Verita may have rendered and may continue to render services to certain of these creditors in matters unrelated to the chapter 11 cases, either as vendors or in cases where Verita serves in a neutral capacity as a bankruptcy claims and noticing agent or class action settlement administrator. Verita has not and will not represent the separate interests of any such creditor in these chapter 11 cases. To the best of my knowledge, neither Verita, nor any of its employees, has any relationship with the Debtors that would impair Verita’s ability to serve as Administrative Advisor. Verita has working relationships with certain of the professionals retained by the Debtors and other parties herein, but such relationships, except to the extent that Verita and counsel to the Debtors have communicated concerning the preparations for these chapter 11 cases, are unrelated to these chapter 11 cases. In addition, Verita’s employees may have relationships with some of the Debtors’ creditors. Such relationships are, however, of a personal or financial nature and are

unrelated to these chapter 11 cases. Verita has and will continue to represent clients in matters unrelated to these chapter 11 cases and has and will continue to have relationships in the ordinary course of its business with certain vendors and professionals in connection with matters unrelated to these chapter 11 cases.

9. To the best of my knowledge, and based solely on the information provided by the Debtors, and except as disclosed herein and in the Claims Agent Application, Verita neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed and that it is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as would be required by section 327(a) of the Bankruptcy Code. Verita has performed a comprehensive conflicts check in connection with the Claims Agent Application and this Application and will continue to supplement its disclosure to this Court if any facts or circumstances are discovered that would require disclosure.

10. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("**GCP**") indirectly acquired a controlling equity interest in Verita (the "**Acquisition**"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("**JPMIM**"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "**Board**") of Verita's ultimate parent company, KCC Parent LLC dba Verita Parent ("**Parent**"). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita Global Services, LLC, which in turn wholly owns

Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

11. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita's parent entities, affiliates, and subsidiaries and (ii) GCP, GCP's funds, and each such fund's respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections.

12. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtors, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtors with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

13. Verita has informed the Debtors that, subject to Court approval, it will invoice the Debtors at its standard hourly rates, which are set forth in the Services Agreement.



Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Respectfully submitted,

Dated: June 13, 2025:

/s/ Evan J. Gershbein

Evan J. Gershbein  
Executive Vice President  
Kurtzman Carson Consultants LLC

*Proposed Administrative Agent of the  
Debtors and Debtors in Possession*