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

In re:

CBRM Realty Inc. et al.,

Debtors.1

Chapter 11

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

SCHEDULES OF ASSETS AND LIABILITIES FOR RH WINDRUN LLC (CASE NO. 25-15345)

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., et al.

Debtors.1

Chapter 11

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

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.

GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY AND DISCLAIMERS REGARDING THE DEBTORS' SCHEDULES OF ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS

INTRODUCTION

The above-captioned debtors and debtors-in-possession (the "<u>Debtors</u>") hereby file their respective Schedules of Assets and Liabilities (the "<u>Schedules</u>") and Statements of Financial Affairs (the "<u>Statements</u>" and, with the Schedules, the "<u>Schedules and Statements</u>") in the United States Bankruptcy Court for the District of New Jersey (the "<u>Court</u>"). The Debtors, with the assistance of their advisors and professionals, prepared the Schedules and Statements in accordance with section 521 of title 11 of chapter 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "<u>Bankruptcy Code</u>"), and rule 1007 of the Federal Rules of Bankruptcy Procedure (the "<u>Bankruptcy Rules</u>").

These Global Notes and Statement of Limitations, Methodology and Disclaimers Regarding the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs (the "Global Notes") pertain to, are incorporated by reference in, and comprise an integral part of the Schedules and Statements.²

The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States ("GAAP"), nor are they intended to be fully reconciled with the financial statements of each Debtor. Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment and reflects the Debtors' commercially reasonable efforts to report the assets and liabilities of each Debtor on an unconsolidated basis. The Schedules and Statements and these Global Notes should not be relied upon by any persons for information relating to current or future financial conditions, events, or performance of any of the Debtors.

While the Debtors have made all reasonable efforts to ensure that the Schedules and Statements are accurate and complete as possible based on the information that was available and accessible at the time of preparation, subsequent information or discovery may result in material changes to the Schedules and Statements, and inadvertent errors, inaccuracies, or omissions may have occurred. The subsequent receipt, discovery, or review of any additional information not used in preparation of the Schedules and Statements may result in changes to the financial data and other information contained in such Schedules and Statements. Accordingly, the Debtors reserve all rights to amend or supplement the Schedules and Statements in all respects, as may be necessary or appropriate. Notwithstanding any subsequent information or discovery, the Debtors and their agents, attorneys, and financial advisors do not undertake any obligation to update, modify, revise, or re-categorize the information provided herein, or to notify any third party should the information be updated, modified, revised, or re- categorized. In no event shall the

These Global Notes supplement and are in addition to any specific notes contained in each Debtor's Schedules or Statements. The fact that the Debtors may reference an individual Debtor's Schedules and Statements and

or Statements. The fact that the Debtors may reference an individual Debtor's Schedules and Statements and not those of another Debtor should not be interpreted as a decision by the Debtors to exclude the applicability of such reference to any of the Schedules and Statements of any other Debtor, as applicable.

Debtors or their agents, attorneys, and financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business, or lost profits), whether foreseeable or unforeseeable and however caused, even if the Debtors or their agents, attorneys, and financial advisors are advised of the possibility of such damages.

In the event that the Schedules or Statements differ from any of the Global Notes, the Global Notes shall control.

The Debtors indirectly own a large real estate portfolio (the "Crown Capital Portfolio"), which was formed by Moshe "Mark" Silber ("Silber") and certain affiliated parties consisting of dozens of multifamily housing projects across the United States, with nearly 10,000 individual units. The Crown Capital Portfolio's multifamily housing projects have been historically funded, at least in part, by the federal government's housing assistance programs, such as Section 8. Ultimately, the Crown Capital Portfolio raised hundreds of millions of dollars of financing, including (i) over \$200 million from the sale of bonds issued by Debtor Crown Capital Holdings LLC ("Crown") and guaranteed by Debtors CBRM and RH New Orleans MM LLC (the "Notes") and (ii) approximately \$450 million of property-level mortgage loans provided by myriad financing sources.

Silber and certain of his co-investors, including Frederick Schulman (together with Silber, the "Former Principals of Crown Capital"), have been targets of extensive investigations by the federal government and certain state authorities in connection with certain transactions unrelated to the Crown Capital Portfolio. On April 17, 2024, Silber entered into a plea agreement in connection with an affordable housing project (which does not have a presently identified connection to the Debtors or to their past or present activities) with the Fraud Section of the Department of Justice and the United States Attorney for the District of New Jersey for conspiracy to commit wire fraud affecting an institution pursuant to 18 U.S.C. § 371. Schulman also entered into a plea agreement around the same time. Silber was sentenced to thirty months in prison and Schuman was sentenced to twelve months and one day in prison, to be followed by nine months of home confinement. Both have agreed to restitution, including but not limited to relinquishing ownership of the Crown Capital Portfolio. Once Silber's plea became public, Silber, as a convicted felon, was effectively disqualified from continuing to manage the Crown The Crown Capital Portfolio's stakeholders, including investors who Capital Portfolio. purchased the Notes (the "Noteholders"), expressed concern about these developments because the Crown Capital Portfolio's value supported the payment of principal and interest under the Following discussions between Mr. Silber's counsel and the Noteholders' counsel (Faegre Drinker Biddle & Reath LLP) and financial advisers (at the time, IslandDundon), on August 29, 2024, the parties entered into a forbearance agreement (the "Forbearance Agreement"). The Forbearance Agreement addressed various matters involving pending defaults under the Notes and Mr. Silber's go-forward involvement with the portfolio and established a process to ensure the Crown Capital Portfolio had sufficient fiduciary oversight. The Forbearance Agreement, among other things, required Mr. Silber to appoint an independent fiduciary acceptable to the Noteholders as the sole director of CBRM and Crown and provide that individual with an irrevocable proxy for so long as the obligations under the Forbearance

Agreement remained pending.

Thereafter, the Noteholders' advisors identified numerous potential candidates to serve as independent fiduciary as required by the Forbearance Agreement. On September 26, 2024, the bondholders party to the Forbearance Agreement consented to the appointment of Ms. Elizabeth A. LaPuma—a restructuring professional who for over 20 years has worked as an investment banker and corporate director, including for companies in distress—as the independent fiduciary for CBRM and Crown (the "Independent Fiduciary"). Since that time, Ms. LaPuma has acted in a fiduciary capacity for those entities and the dozens of other entities directly or indirectly owned by CBRM, including the Debtors.

IslandDundon has been engaged by the Debtors as their financial adviser and will soon file its retention application with the Court. IslandDundon has reviewed and reconciled the Debtors' financial records with the assistance of The Lynd Group ("Lynd Living"), a Texasbased real estate management organization engaged as the property manager and asset manager for several of the Debtors' and non-Debtor affiliates' real estate properties. Due to the nature of fraud involving the Former Principals of Crown Capital, there can be no assurance that the data contained in the financials, books and records, and information received by Lynd Living in its capacity as property manager and asset manager is complete and accurate. For example, several accounts related to the Debtors' general ledger are missing supporting documentation, which are discussed in greater detail herein.

GENERAL DISCLOSURES APPLICABLE TO SCHEDULES AND STATEMENTS

1. Reservation of Rights. Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or omissions may have occurred. The Debtors reserve all rights to: (i) amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, without limitation, the right to amend the Schedules and Statements with respect to the description, designation, or the Debtor against which any claim (each, a "Claim")³ is asserted; (ii) dispute or otherwise assert offsets or defenses to any Claim reflected in the Schedules and Statements as to amount, liability, priority, status or classification; (iii) subsequently designate any Claim as "disputed," "contingent," or "unliquidated;" or (iv) to object to the extent, validity, enforceability, priority or allowance of any Claim (regardless of whether of such Claim is designated in the Schedules and Statements as "disputed," "contingent," or "unliquidated"). Any failure to designate a Claim in the Schedules and Statements as "disputed," "contingent," or "unliquidated" shall not constitute an admission by the Debtors that such Claim or amount is not "disputed," "contingent," or "unliquidated." Listing a Claim shall not constitute an admission of liability by the Debtor against which the Claim is listed or against any of the other Debtors. Further, nothing contained in the Schedules and Statements or these Global Notes shall constitute a waiver of any of the Debtors' rights with respect to their chapter 11 cases including, but not limited to, any issues involving Claims, substantive consolidation, equitable subordination, defenses, characterization or re-characterization of contracts, assumption or rejection of contracts

For the purpose of these Global Notes, the term "Claim" shall have the meaning as defined under section 101(5) of the Bankruptcy Code.

under the provisions of chapter 3 of the Bankruptcy Code and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code or any other relevant applicable laws to recover assets or avoid transfers. Moreover, the Debtors reserve their rights to amend or supplement the voluntary petition filed by Debtor RH Lakewind East LLC subject to the Court's hearing on *Cleveland International Fund – NRP West Edge, Ltd.'s Motion to Dismiss the Chapter 11 Case of RH Lakewind East LLC* [Docket No. 87]. Any specific reservation of rights contained elsewhere in these Global Notes shall not limit in any respect the general reservation of rights contained in this paragraph. Notwithstanding the foregoing, the Debtors shall not be required to update the Schedules and Statements.

2. <u>Description of the Cases and "As Of" Information Date</u>. On May 19, 2025 (the "<u>Petition Date</u>"), the Debtors each filed a voluntary petition for relief with the Court under chapter 11 of the Bankruptcy Code.

On May 27, 2025, the Court entered the *Order Directing Joint Administration of Chapter 11 Cases* [Docket No. 51] (the "<u>Joint Administration Order</u>"). The Joint Administration Order authorized the joint administration of the Debtors' chapter 11 cases under lead case number 25-15343 for procedural purposes only. Accordingly, each Debtor has filed its own Schedules and Statements.

The income, loss, and asset and liability information provided in the Schedules and Statements is presented as of the Petition Date. The amounts of the Debtors' funded debt obligations and certain amounts related to the Debtors' requests for "first day" relief are also represented as of the Petition Date. Procedures are in place to clearly delineate pre- and post-petition liabilities.

- **3.** Net Book Value of Assets. In many instances, current market valuations are neither maintained by nor readily available to the Debtors. It would be prohibitively expensive and unduly burdensome to obtain current market valuations of the Debtors' property interests that are not maintained or readily available. Accordingly, unless otherwise indicated, the Schedules and Statements reflect the net book values ("NBV"), rather than current market values, of the Debtors' assets as of the Petition Date and may not reflect the net realizable value. For this reason, amounts ultimately realized will vary, at times materially, from net book value.
- **4.** <u>No Admission</u>. Nothing contained in the Schedules and Statements is intended, or should be construed as, an admission or stipulation of the validity of any Claim against the Debtors, any assertion made therein or herein, or a waiver of the Debtors' rights to dispute any Claim or assert any cause of action or defense against any party.
- 5. <u>Insiders</u>. For purposes of the Schedules and Statements, the Debtors define "insiders" pursuant to section 101(31) of the Bankruptcy Code. However, parties referenced as "insiders" have been included for informational purposes only and such listing is not intended to be nor should be construed as a legal characterization of such party as an insider and does not act as an admission of any fact, claim, right or defense, and all such rights, claims, and defenses are hereby expressly reserved. The Debtors have attempted to identify parties who could properly be considered "insiders" at any point during the applicable periods identified in the Schedules and Statements. The Debtors were inclusive in their interpretation of what may constitute an

"insider." However, the Debtors do not take any position with respect to (a) such person's influence over the control of the Debtors, (b) the management responsibilities or functions of such individual, (c) the decision-making or corporate authority of such individual or (d) whether such individual could successfully argue that he or she is not an "insider" under applicable law, including, without limitation, the federal securities laws, or with respect to any theories of liability or for any other purpose.

- 6. <u>Liabilities</u>. The Debtors have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available the allocation of liabilities between the prepetition and postpetition periods may change. Accordingly, the Debtors reserve all of their rights to amend, supplement, or otherwise modify the Schedules and Statements as is necessary or appropriate. The liabilities listed on the Schedules do not reflect a complete analysis of Claims rights to be treated as an administrative claim under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtors reserve all of their rights to dispute or challenge the validity of any asserted administrative Claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to any creditor's Claim.
- 7. Excluded Assets and Liabilities. Liabilities resulting from accruals and/or estimates of long-term liabilities do not represent specific claims as of the Petition Date and are not otherwise set forth in the Schedules and Statements. Additionally, certain deferred charges, accounts or reserves recorded for GAAP reporting purposes only and certain assets with a net book value of zero are not included in the Debtors' Schedules. Excluded categories of assets and liabilities include accrued expenses. Other immaterial assets and liabilities may also have been excluded.
- **8.** <u>Summary of Significant Reporting Policies</u>. The following is a summary of certain significant reporting policies:
 - a. **Setoffs**. To the extent the Debtors incurred any ordinary course setoffs from customers/vendors such ordinary course setoffs are excluded from the Schedules and Statements.
 - b. Credits and Adjustments. Claims of creditors are listed as the amounts entered on the Debtors' books and records and may not reflect credits, allowances, or other adjustments due from such creditors to the Debtors. The Debtors reserve all of their rights with regard to such credits, allowances, and other adjustments, including the right to assert claims objections and/or setoffs with respect to same.
 - c. Holdco Debtors. For the purpose of these reports, and since separate financials for all non-operating Debtors, CBRM Realty Inc., Crown Capital Holdings LLC, Kelly Hamilton Apts MM LLC, RH New Orleans Holdings LLC, and RH New Orleans Holdings MM LLC (collectively, the "Holdco Debtors" and each, a "Holdco Debtor"), do not exist, financials were not rolled up and/or consolidated for the Holdco Debtors. Instead, the only asset of each respective Holdco Debtor is such Holdco Debtor's equity interests in its respective subsidiary.

- **9.** <u>Undetermined Amounts</u>. Where a description of an amount is left blank or listed as "unknown," "undetermined," or "to be determined," such response is not intended to reflect upon the materiality of such amount.
- 10. <u>Estimates</u>. The preparation of the Schedules and Statements required the Debtors to make certain estimates and assumptions that affected the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities, and the reported amounts of revenue and expenses. Actual reports could differ materially from these estimates. Further, certain immaterial assets and liabilities may have been excluded from the Schedules and Statements. The Debtors reserve all rights to amend the reported amounts of assets, liabilities, reported revenue and expenses to reflect changes in those estimates and assumptions.
- 11. <u>Recharacterization</u>. The Debtors have made reasonable efforts to properly characterize, classify, categorize, or designate certain Claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements. However, the Debtors may nevertheless have improperly characterized, classified, categorized, designated, or omitted certain items. Accordingly, the Debtors reserve their rights to recharacterize, reclassify, recategorize, redesignate, add, or delete items reported in the Schedules and Statements at a later time as is necessary or appropriate.
- 12. <u>Classifications</u>. Listing a Claim (a) on Schedule D as "secured," (b) on Schedule E as "priority," (c) on Schedule F as "unsecured priority," or (d) listing a contract or lease on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors of the legal rights of any claimant, or a waiver of the Debtors' rights to recharacterize or reclassify any Claim or contract or to setoff such Claims. For the avoidance of doubt, the Debtors reserve all rights to dispute the amount and/or the priority status of any Claim on any basis at any time
- 11. <u>Claims Description</u>. Any failure to designate a Claim on a given Debtor's Schedule as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors that such amount is not "disputed," "contingent" or "unliquidated." The Debtors reserve all rights to dispute, or to assert any offsets or defenses to, any claim reflected on their respective Schedules on any grounds including, without limitation, amount, liability, validity, priority or classification, or to otherwise subsequently designate any claim as "disputed," "contingent" or "unliquidated." Listing a claim does not constitute an admission of liability by the Debtors, and the Debtors reserve the right to amend the Schedules accordingly.
- 12. <u>Contingent Assets and Causes of Action</u>. Each of the Debtors hold significant potential Claims and causes of action, including Claims and causes of action under chapter 5 of the Bankruptcy Code or applicable non-bankruptcy law, against Silber, Frederick Schulman, Piper Sandler & Co., Mayer Brown LLP, Rhodium Asset Management LLC and its affiliates, Syms Construction LLC, Rapid Improvements LLC, NB Affordable Foundation Inc., title agencies, independent real estate appraisal firms, other current or former insiders of the Debtors,

Based on the Debtors' books and records, non-Debtor affiliates owned and controlled by the Former Principals of Crown Capital purportedly include but may not be limited to: Rhodium Asset Management LLC; Rhodium Capital Advisors, LLC; Rhodium Management; Rhodium Development, LLC; Rhodium Group; RHODIUM CT GP LLC; RHODIUM CT LP LLC; RHODIUM FC CT LP; and RH FC 14 CT GP LLC.

and each of the aforementioned entities' affiliates, partners, members, managers, officers, directors, and agents. The Debtors may not have listed all of their respective causes of action or potential causes of action against third parties as assets in their Schedules and Statement, including, but not limited to, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant non-bankruptcy laws to recover assets. The Debtors reserve all of their rights with respect to any causes of action, avoidance actions, controversy, right of setoff, cross claim, counterclaim, or recoupment, and any Claim in connection with any contract, breach of duty imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertible directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such Claims, causes of actions, or avoidance actions or in any way prejudice or impair the assertion of such Claims.

13. Executory Contracts. Although efforts have been made to accurately reflect each Debtor's executory contracts in the Schedules and Statements, inadvertent errors or omission may have occurred. Certain information, such as the contact information of the counterparty, may not be included where such information could not be obtained using reasonable efforts. Listing a contract or agreement in the Schedules and Statements does not constitute an admission that such contract or agreement (a) is an executory contract, (b) was in effect on the Petition Date, or (c) is valid or enforceable. The Debtors do not make, and specifically disclaim, any representation or warranty as to the completeness or accuracy of the information set forth on Schedule G.

Although the Debtors made diligent attempts to attribute each executory contract to the correct Debtor, the Debtors may have inadvertently failed to do so. Certain confidentiality and non-compete agreements may not be listed on Schedule G. The contracts and agreements listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments and other documents that may not be listed despite the Debtors' use of reasonable efforts to identify such documents. Certain of the contracts and agreements listed on Schedule G may also consist of several parts, including purchase orders, letters, and other documents that may not be listed on Schedule G or that may be listed as a single entry. Unless otherwise specified on Schedule G, each executory contract listed thereon shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, purchase orders, statements of work, requests for service, or other agreements made directly or indirectly. The Debtors expressly reserve their rights to challenge whether such related materials constitute an executory contract, a single or integrated contract or agreement, multiple contracts or agreements, or severable or separate contracts or agreements.

The Debtors expressly reserve their rights, Claims, and causes of actions with respect to the executory contracts, including the right to dispute or challenge the characterization of any agreement on Schedule G as executory.

- 14. Guarantees: The Debtors have used their reasonable best efforts to locate and identify guarantees and other secondary liability Claims (collectively, "Guarantees") in each of their executory contracts, unexpired leases, secured financings, debt instruments, and other similar agreements. Where such Guarantees have been identified, they have been included in the relevant Schedules of the Debtor or Debtors affected by such Guarantees. Where a Guarantee exists, co-obligors are listed on a Debtor's Schedule H to the extent the Debtor is either the primary obligor or the guarantor of the relevant obligation. To the extent that a Debtor is a guarantor, such Guarantees are also listed on its Schedule D or E/F, as appropriate, and listed as "contingent" and "unliquidated" unless otherwise specified. Further, it is possible that certain Guarantees embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments and other such agreements may have been inadvertently omitted. Thus, the Debtors reserve their rights to amend the Schedules and Statements to the extent that additional Guarantees are identified. In addition, the Debtors reserve the right to amend the Schedules and Statements to recharacterize, reclassify, add, or remove any such contract or Claim.
- **15.** <u>Duplication.</u> Certain of the Debtors' assets, liabilities, and prepetition payments may properly be disclosed in multiple parts of the Statements and Schedules. To the extent these disclosures would be duplicative, the Debtors have determined to only list such assets, liabilities, and prepetition payments once.
- 15. <u>Confidentiality</u>: There are instances within the Schedules and Statements where names, addresses, or amounts have been left blank. Due to the nature of an agreement between the Debtors and a third party, concerns of confidentiality, or concerns for the privacy of an individual, the Debtors may have deemed it appropriate and necessary to avoid listing such names, addresses, and amounts.
- 16. <u>First Day Orders</u>: The Court has authorized (each, a "<u>First Day Order</u>") the Debtors to pay, in whole or in part, various outstanding prepetition Claims, including but not limited to, payments relating to prepetition tenant reimbursements and utilities. Given that certain of these Claims are anticipated to be paid in accordance with the First Day Orders, such Claims may not be listed in the Schedules, or may otherwise be listed as "unknown" or "to be determined." Accordingly, the scheduled Claims may not reflect those prepetition expenses that have been or will be paid in accordance with the First Day Orders and other orders of the Court.
- 17. <u>Signatory.</u> The Schedules and Statements have been signed by Elizabeth LaPuma, in her capacity as Independent Fiduciary. In reviewing and signing the Schedules and Statements, she has necessarily relied upon the efforts, statements and representations of various of the Debtors' personnel and professionals. She has not (and could not have) personally verified the accuracy of each such statement and representation, including statements and representations concerning amounts owed to creditors and their addresses.
- **18.** <u>Limitation of Liability</u>. The Debtors and their officers, employees, agents, attorneys, and financial advisors do not guarantee or warrant the accuracy, completeness, or correctness of the data that is provided herein and shall not be liable for any loss or injury arising out of or caused, in whole or in part, by the acts, errors, or omissions, whether negligent or otherwise, in

procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained herein. The Debtors and their officers, employees, agents, attorneys, and financial advisors expressly do not undertake any obligation to update, modify, revise, or recategorize the information provided herein or, except to the extent required by applicable law or an order of the Court, to notify any third party should the information be updated, modified, revised, or re-categorized. In no event shall the Debtors or their officers, employees, agents, attorneys, and financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a potential Claim against the Debtors or damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused.

SPECIFIC DISCLOSURES WITH RESPECT TO THE DEBTORS' SCHEDULES

- 1. <u>Schedule A/B Assets—Real and Personal Property</u>. Each Debtor's assets in Schedule A/B are listed at net book value as of the Petition Date, unless otherwise noted, and may not necessarily reflect the market or recoverable value of these assets as of the Petition Date.
 - The Debtors' balance sheet indicates that multiple operating accounts exist at each Debtor entity. Certain bank accounts that appear on the Debtors' financial statements are not listed in the Schedules as such bank accounts were inherited from the Debtors' previous ownership and the Debtors do not believe that any such bank account existed as of the Petition Date or currently exists. After the Petition Date, the Debtors opened several new bank accounts, which accounts are not listed on the Debtors' Schedules.
 - The Debtors' accounts receivable from tenants are collected in the ordinary course of business, and due to the nature of the books and records, IslandDundon is still in the process of classifying accounts receivable from tenants based on days outstanding. Therefore, IslandDundon has currently classified all account receivables from tenants as less than 90 days outstanding.
 - o There also exist outstanding accounts receivable from when the Debtors were managed by the Former Principals of Crown Capital, for which there is no substantive detail. The Debtors do not believe any of these receivables are collectable and hence have all been classified as over 90 days outstanding.
 - o Equity interests in all of the Debtors are reflected as undetermined.
 - O All real personal property and improvements for each applicable Debtor is listed on an individualized basis and represents the NBV of the respective building and building improvement. It would be prohibitively expensive and unduly burdensome to obtain current market valuations of the Debtors' property interests that are not maintained or readily available.

- Rhodium Asset Management LLC booked intercompany accounts receivables between the Debtor entities for which no supporting documentation exists. These entries have been maintained, but the Debtors do not believe that any of these intercompany accounts receivables are collectable.
- 2. Schedule D Creditors Holding Secured Claims. Except as otherwise agreed pursuant to a stipulation, agreed order or general order entered by the Court that is or becomes final, the Debtors and/or their estates reserve their right to dispute or challenge the amount, validity, perfection, priority or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a creditor listed on Schedule D. Further, although the Debtors may have scheduled Claims of various creditors as secured Claims for informational purposes, no current valuation of the Debtors' assets in which such creditors may have a lien has been undertaken. The Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's Claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's Claim. The descriptions provided in Schedule D are intended to be only a summary.

Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of liens. Detailed descriptions of the Debtors' prepetition debt structure and descriptions of collateral relating to the debt contained on Schedule D are contained in the *Declaration of Matthew Dundon*, *Principal of IslandDundon LLC*, in *Support of Debtors' Chapter 11 Petitions and First Day Pleadings* [D.I. 44].

Nothing in these Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements. Except as specifically stated on Schedule D, real property lessors, utility companies, and other parties that may hold security deposits have not been listed on Schedule D. The Debtors reserve all of their rights to amend Schedule D to the extent that the Debtors determine that any Claims associated with such agreements should be reported on Schedule D. Nothing herein shall be construed as an admission by the Debtors of the legal rights of any claimant or a waiver of the Debtors' rights to recharacterize or reclassify such Claim or contract. Moreover, the Debtors have not included on Schedule D parties that may believe their Claims are secured through setoff rights or inchoate statutory lien rights.

3. Schedule E/F—Creditors with Priority Unsecured Claims. Pursuant to the Interim Order Authorizing the Debtors to Continue Their Prepetition Business Operations, Policies, and Practices and Pay Related Claims in the Ordinary Course of Business on a Postpetition Basis [Docket No. 136], the Debtors have been granted the authority to pay certain tax liabilities that accrued prepetition. Accordingly, any priority unsecured Claim based upon prepetition tax accruals that have been paid pursuant to such order are not listed on Schedule E. To the extent the Debtors have listed the Claims or potential Claims of various taxing authorities, such listing of a Claim on Schedule E does not constitute an admission by the Debtors that such Claim is entitled to priority under section 507 of the Bankruptcy Code. The Debtors reserve the right to dispute the priority status of any claim on any basis.

4. Schedule E/F— Creditors with Nonpriority Unsecured Claims. The liabilities identified on Schedule E/F, Part 2, are derived from the Debtors' books and records. The Debtors made reasonable efforts to set forth their unsecured obligations, but the actual Claims and amounts against the Debtors may differ from the liabilities listed on Schedule E/F Part 2. In certain instances, the date or dates on which a Claim listed on Schedule E/F, Part 2, arose, accrued, or was incurred are unknown to the Debtors or subject to dispute. Where the determination of the date on which a Claim arose, accrued, or was incurred would be unduly burdensome and costly to the Debtors' estates, the Debtors have not listed a specific date or dates for such Claim. The listed liabilities may not reflect the correct amount of any unsecured creditor's allowed Claim. In addition, certain Clams listed on Schedule F may be entitled to priority under 11 U.S.C. § 503(b)(9).

The Debtors have made best efforts to include all creditors on Schedule F; however, the Debtors believe there may be instances where vendors have yet to provide proper invoices for prepetition goods or services. While the Debtors maintain general accruals to account for these liabilities in accordance with GAAP, these amounts are estimates.

5. Schedule G—Executory Contracts. Although reasonable efforts have been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases (collectively the "Agreements"), a review of such Agreements is ongoing and inadvertent errors, omissions or over-inclusion may have occurred. For example, Lynd Living is still gathering and reconciling contracts related to Debtor Kelly Hamilton Apts LLC. Pursuant to the Order Authorizing the Assumption of Certain Amended and Restated Property Management Agreements and Asset Management Agreement [Docket No. 171], the Court has approved the Debtors' assumption of certain executory contracts with Lynd Living, which contracts are included on the Debtors' Schedules. The Debtors may have entered into various Agreements in the ordinary course of their business, such as indemnity agreements, supplemental agreements, amendments/letter agreements, and confidentiality agreements, which may not be set forth in Schedule G. Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. Schedule G may be amended at any time to add any omitted Agreements. Likewise, the listing of an Agreement on Schedule G does not constitute an admission that such Agreement is an executory contract or unexpired lease or that such Agreement was in effect on the Petition Date or is valid or enforceable. The Agreements listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letter and other documents, instruments and agreements which may not be listed on Schedule G.

Any and all of the Debtors' rights, claims and causes of action with respect to the Agreements listed on Schedule G are hereby reserved and preserved, and as such, the Debtors hereby reserve all of their rights to: (i) dispute the validity, status, or enforceability of any Agreements set forth on Schedule G; (ii) dispute or challenge the characterization of the structure of any transaction, or any document or instrument related to a creditor's Claim, including, but not limited to, the Agreements listed on Schedule G; and (iii) amend or supplement such Schedule as necessary.

NOTES TO THE DEBTORS' STATEMENTS

- **1.** <u>Statement Part 1, Question 1: Revenue</u>. Revenue is shown for the fiscal years ending 2023, 2024, and 2025 through the Petition Date.
- 2. Statement Part 2, Question 4(a): Payments to Insiders. The Debtors' listing of individuals as "insiders" is subject to the methodology and reservations of rights described in paragraph 5 hereof. In the interest of disclosure, the Debtors have listed all payments during the applicable period to parties that may have qualified as an insider at any point during such period. On April 30, 2025, White & Case LLP, on behalf of Crown Capital Holdings LLC, paid certain expenses owed to the Independent Fiduciary. The Debtors' records reflect multiple categories of payments made to Lynd Living and certain of its affiliated entities prior to the Petition Date for a range of operational and administrative functions undertaken in its capacity as property manager and real estate asset manager. These payments include: (i) payroll disbursements for on-site and shared services personnel employed or administered through Lynd Living-affiliated entities; (ii) management fees paid pursuant to pre-existing property management agreements; and (iii) reimbursements for accounts receivable related to third-party expenses Lynd Living initially paid on the Debtors' behalf. The reimbursed expenses include, but are not limited to, postage and mail handling, software licenses, marketing expenditures, and other general administrative overheads incurred during the normal course of operations.
- 3. <u>Statement Part 6, Question 11: Payments Related to Bankruptcy.</u> On April 23, 2025, the Debtors deposited with White & Case LLP, proposed counsel to the Debtors, a retainer of \$141,680.00. On April 30, 2025, White & Case LLP paid certain expenses of the Debtors in the amount of \$60,000.00 from such retainer. Additional information regarding the Debtors' retention of professional service firms is more fully described in individual retention applications.
- 4. Statement Part 3, Question 7: Legal Actions. The Debtors reserve all of their rights and defenses with respect to any and all listed lawsuits and administrative proceedings. The listing of any such suits and proceedings shall not constitute an admission by the Debtors of any liabilities or that the actions or proceedings were correctly filed against the Debtors or any affiliates of the Debtors. The Debtors also reserve their right to assert that neither the Debtors nor any affiliates of the Debtors are an appropriate party to such actions or proceedings. The Debtors have made reasonable best efforts to identify all current pending litigation involving the Debtors; however, certain omissions may have occurred. In the ordinary course of business, the Debtors file unlawful detainer or forcible entry and detainer actions, as necessary, against individual tenants. The Debtors may have been involved in a number of such actions in the year preceding the Petition Date, but no such action has been listed on the Debtors' Statements.
- **5.** <u>Statement Part 7, Question 14: Previous Addresses.</u> Due to the consolidated nature of the Debtors' operations, the same address may be listed on the schedules of multiple Debtors.
- 6. <u>Statement Part 13, Question 26(b): Firms or Individuals Who Have Audited, Compiled, or Reviewed Debtors' Books</u>. The Debtors have not engaged any auditors within the two years preceding the Petition Date. The most recent party involved in preparing the Debtors' financial information was the tax preparer responsible for the 2022 return. While a

draft 2023 return was reportedly completed, it has not been released to the Debtors due to nonpayment. As of the date hereof, the Debtors have been unable to verify whether the 2023 return was finalized or filed with the appropriate reporting agencies. Other third parties may have audited, compiled, or reviewed the Debtors' books but are not included in the Debtors' responses to Statement Question 26(b).

7. Statement Part 13, Question 26(c): Firms or Individuals in Possession of Debtor's Books of Account and Records. Lynd Living assumed primary responsibility for maintaining the books and records for the Debtor Borrowers under the NOLA DIP Facility⁵ and Debtor Kelly Hamilton Apts LLC in 2025. This transition occurred after the Former Principals of Crown Capital became the subject of a federal investigation described at length earlier herein. Prior to this transition, the Debtors' book and records were exclusively managed by non-debtor affiliates owned and controlled by the Former Principals of Crown Capital, including Rhodium Asset Management LLC, whose Chief Financial Officer temporarily assisted Lynd Living during the early phases of the transition. Lynd Living has continued to manage the Debtors' books and records through the Petition Date. The current books and records in the Debtors' possession represent the extent of the information that it has for the Crown Capital Portfolio. Other third parties besides those listed may possess a subset of the Debtors' books and records but are not included in the Debtors' responses to Statement Question 26c.

-

[&]quot;Debtor Borrowers" and "NOLA DIP Facility" shall have the meaning ascribed to such terms in the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* [Docket No. 110].

Fill in this information to identify the case:	
Debtor Name: In re: RH Windrun LLC United States Bankruptcy Court for the: District of New Jersey Case number (if known): 25-15345 (MBK)	☐ Check if this is an amended filing
Official Form 206Sum	
Summary of Assets and Liabilities for Non-Individuals	12/15
Part 1: Summary of Assets	
Schedule A/B: Assets–Real and Personal Property (Official Form 206A/B)	
1a. Real property:	
Copy line 88 from Schedule A/B	\$\$
1b. Total personal property:	
Copy line 91A from Schedule A/B	\$ 587,611.68
1c. Total of all property:	
Copy line 92 from Schedule A/B	\$\$
Part 2: Summary of Liabilities	
Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)	
Copy the total dollar amount listed in Column A, Amount of claim, from line 3 of Schedule D	\$\$ 27,951,774.35
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)	
3a. Total claim amounts of priority unsecured claims:	
Copy the total claims from Part 1 from line 5a of Schedule E/F	\$102,052.35
3b. Total amount of claims of nonpriority amount of unsecured claims:	
Copy the total of the amount of claims from Part 2 from line 5b of Schedule E/F	1,576,785.93
4. Total liabilities	
Linea 2 + 2a + 2b	\$ 29,630,612.63

Lines 2 + 3a + 3b

Case 25-15343-MBK Doc 197 Filed 06/24/25 Entered 06/24/25 14:54:07 Desc Main Document Page 17 of 43

Fill in this information to identify the case:
Debtor Name: In re: RH Windrun LLC
United States Bankruptcy Court for the: District of New Jersey
Case number (if known): 25-15345 (MBK)

Official Form 206A/B

Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

art	t 1: Cash and cash equivalents				
1.	. Does the debtor have any cash or cash equi	ivalents?			
	☐ No. Go to Part 2.				
	✓ Yes. Fill in the information below.				
	All cash or cash equivalents owned or co	ontrolled by the debtor		Current value	ue of debtor's interest
2.	2. Cash on hand				
	2.1 Petty Cash			\$	477.05
3.	. Checking, savings, money market, or finance Name of institution (bank or brokerage firm)	cial brokerage accounts Type of account	(Identify all) Last 4 digits of account number		
	3.1 CFG Bank	Cash - Operating Account CFG	1550	\$	33,994.98
4.	Other cash equivalents (Identify all)				
	4.1 None			\$	
5	Total of Part 1				
-	Add lines 2 through 4 (including amounts on	any additional sheets) (Copy the total to line 80.	\$	34,472.03

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RH Windrun LLC Debtor:

Name

Part 2: Deposits and prepayments		
6. Does the debtor have any deposits or prepayments?		
☐ No. Go to Part 3.		
✓ Yes. Fill in the information below.		
	Current value	of debtor's interest
7. Deposits, including security deposits and utility deposits		
Description, including name of holder of deposit		
7.1 DEP: Utility Deposits - Various Utility Providers	\$	3,000.50
8. Prepayments, including prepayments on executory contracts, leases, insurance, taxe	es, and rent	
Description, including name of holder of prepayment		
8.1 Prepaid Insurance - Lexington Insurance Company	\$	365,129.12
9. Total of Part 2.		
Add lines 7 through 8. Copy the total to line 81.	\$	368,129.62

Case 25-15343-MBK Doc 197 Filed 06/24/25 Entered 06/24/25 14:54:07 RH Windrun LLC Document Page 19 of 43 Case number (if known): Debtor: Name Accounts receivable Part 3: 10. Does the debtor have any accounts receivable? $\ \square$ No. Go to Part 4. $\ensuremath{\,\,^{\scalebox{}}}$ Yes. Fill in the information below. Current value of debtor's 11. Accounts receivable Description face amount doubtful or uncollectible accounts Accounts Receivable (Net of 40,121.00 - \$ 40,121.00 11a. 90 days old or less: Intercompany) Undetermined Accounts Receivable (Net of 108,000.00 - \$ 108,000.00 0.00 11b. Over 90 days old: Intercompany)

12. Total of Part 3.

Current value on lines 11a + 11b = line 12. Copy the total to line 82.

\$ 40,121.00

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Debtor: RH Windrun LLC

Name

Par	t 4:	Investments				
13.	Does t	he debtor own any investments?				
	☑ No.	. Go to Part 5.				
	□ Yes	s. Fill in the information below.				
				Valuation method used for current value	Current value of debtor's int	erest
14.	Mutual	funds or publicly traded stocks not included in Part 1				
	Name o	of fund or stock:				
					\$	
15.	includi	ublicly traded stock and interests in incorporated and unincing any interest in an LLC, partnership, or joint venture of entity: %	corporated businesses, of ownership:		_\$	
16.		nment bonds, corporate bonds, and other negotiable and nements not included in Part 1	on-negotiable			
	Describ	e:				
				-	\$	
17.	Total o	of Part 4.		[
	Add lin	es 14 through 16. Copy the total to line 83.			\$	0.00

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RH Windrun LLC

Inventory, excluding agriculture assets

Document

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Name

Debtor:

Part 5:

18.	8. Does the debtor own any inventory (excluding agriculture assets)?				
	☑ No. Go to Part 6.				
	☐ Yes. Fill in the information below.				
	General description	Date of the last physical inventory	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
19.	19. Raw materials				
			\$		\$

		\$	 _ \$	
20.	Work in progress	\$ \$	 _ \$	
21.	Finished goods, including goods held for resale	 \$	 _ \$	
22.	Other inventory or supplies	\$	_ \$	
23.	Total of Part 5. Add lines 19 through 22. Copy the total to line 84.		\$	0.00
24.	Is any of the property listed in Part 5 perishable?		L	

		No
		Yes
25.	Has	s any of the property listed in Part 5 been purchased within 20 days before the bankruptcy was filed?
		No

☐ Yes. Description_ _____ Valuation method_ ___ Book value\$ _ _____ Current value \$ _

26. Has any of the property listed in Part 5 been appraised by a professional within the last year? □ No

☐ Yes

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Debtor:

Name

27.	27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?				
	☑ No. Go to Part 7.				
	☐ Yes. Fill in the information below.				
	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest	
28.	Crops—either planted or harvested				
		\$		\$	
29.	Farm animals Examples: Livestock, poultry, farm-raised fish	\$		\$	
30.	Farm machinery and equipment (Other than titled motor vehicles)	\$		\$\$	
31.	Farm and fishing supplies, chemicals, and feed	\$		\$\$	
32.	Other farming and fishing-related property not already listed in	Part 6		\$\$	
33.	Total of Part 6. Add lines 28 through 32. Copy the total to line 85.			\$ 0.00	
34.	Is the debtor a member of an agricultural cooperative? □ No				
	Yes. Is any of the debtor's property stored at the cooperative?NoYes				
35	Has any of the property listed in Part 6 been purchased within 2	20 days before the bankruptcy	was filed?		
00.	□ No	.,,			
	☐ Yes. Description Book value \$	Valuation method	Cur	rent value \$	
	Is a depreciation schedule available for any of the property list □ No □ Yes Has any of the property listed in Part 6 been appraised by a pro				
J1.	□ No □ Yes	nessional within the last year?			

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Debtor: RH Windrun LLC

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Name

Par	t 7:	Office furniture, fixtures, and equipment; and collectibles
38.	Does	the debtor own or lease any office furniture, fixtures, equipment, or collectibles?
	▼ N	No. Go to Part 8.

	✓ No. Go to Part 8.			
	$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $			
	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
39.	Office furniture			
		\$		\$
40.	Office fixtures			
		\$		\$
41.	Office equipment, including all computer equipment and communication systems equipment and software			
		\$		\$
42.	Collectibles <i>Examples:</i> Antiques and figurines; paintings,prints books, pictures, or other art objects; china and crystal; stamp, c card collections; other collections, memorabilia, or collectibles			
		\$		\$
43.	Total of Part 7. Add lines 39 through 42. Copy the total to line 86.			\$0.00_
44.	Is a depreciation schedule available for any of the property	listed in Part 7?		
	□ No			
	□ Yes			

45. Has any of the property listed in Part 7 been appraised by a professional within the last year?

□ No

□ Yes

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Name

Part 8:	Machinery, equipment, and vehicles	
46 Doe	s the debtor own or lease any machinery, equipment, or vehicles?	

	✓ No. Go to Part 9.✓ Yes. Fill in the information below.			
	General description Include year, make, model, and identification numbers (i.e., VIN, HIN, or N-number)	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
47.	Automobiles, vans, trucks, motorcycles, trailers, and titled	farm vehicles		\$
48.	Watercraft, trailers, motors, and related accessories Examp floating homes, personal watercraft, and fishing vessels	oles: Boats, trailers, motors,		
		\$		\$
49.	Aircraft and accessories	\$		\$
50.	Other machinery, fixtures, and equipment (excluding farm			
		\$	<u>`</u>	\$
51.	Total of Part 8. Add lines 47 through 50. Copy the total to line 87.		3	0.00
52.	Is a depreciation schedule available for any of the property □ No □ Yes	/ listed in Part 8?		
53.	Has any of the property listed in Part 8 been appraised by a □ No □ Ves	a professional within the last y	vear?	

De	ebtor:		Filed 06/24/25 cument Pag		ntered 06/24/ 5 of 43 Case num			esc Main
		Name						
Part	9:	Real property						
54.	Doe	es the debtor own or lease any real property?						
		No. Go to Part 10.						
	\checkmark	Yes. Fill in the information below.						
55.	Any	building, other improved real estate, or land which	the debtor owns or in	which	the debtor has an i	nterest		
	Des	cription and location of property						
	Asse	ude street address or other description such as essor Parcel Number (APN), and type of property (for mple, acreage, factory, warehouse, apartment or office	Nature and extent of debtor's interest in property	Net book value of debtor's interest		Valuation method used for current value	Current value of debtor's interest	
		ding), if available.	proporty	(Wh	ere available)	valuo		
		55.1 See Schedule A/B 55 Attachment		\$	23,850,458.79		\$	23,850,458.79
		of Part 9. he current value on lines 55.1 through 55.6 and entries t	from any additional shee	ts. Co	ppy the total to line 88	3.	\$	23,850,458.79
57.	ls a	depreciation schedule available for any of the prope	erty listed in Part 9?`					
		No						
	\checkmark	Yes						
58.	Has	any of the property listed in Part 9 been appraised by	oy a professional within	n the	last year?			
	\checkmark	No						

56.

57.

58.

□ Yes

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Name

Part 10:	Intangibles	and in	tellectual	property
----------	-------------	--------	------------	----------

59.	Does the debtor have any interests in intangibles or intellectual	property?		
	□ No. Go to Part 11.			
	✓ Yes. Fill in the information below.			
	General description	Net book value of debtor's interest (Where available)	Valuation method used for current value	Current value of debtor's interest
60.	Patents, copyrights, trademarks, and trade secrets			
	60.1 None	\$		\$
61.	Internet domain names and websites			
	61.1 livecarmelspring.com	\$ 0.00		\$ Undetermined
62.	Licenses, franchises, and royalties			
	62.1 None	\$		\$
63.	Customer lists, mailing lists, or other compilations			
	63.1 None	\$		\$
64.	Other intangibles, or intellectual property 64.1 None	\$		\$
65	Goodwill			
00.	65.1 None	\$		\$
66.	Total of Part 10.	·		·
	Add lines 60 through 65. Copy the total to line 89.			\$ 0.00
67.	Do your lists or records include personally identifiable informati ✓ No ─ Yes	ion of customers (as defined in	11 U.S.C. §§ 101(41A) an	d 107)?
68.	Is there an amortization or other similar schedule available for a	ny of the property listed in Par	t 10?	
	☑ No			
	□ Yes			
69.	Has any of the property listed in Part 10 been appraised by a pro $\ \ \ \ \ \ \ \ \ \ \ \ \ $	ofessional within the last year?		
	□ Yes			

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Debtor: RH Windrun LLC

Name

Part 11:	ΑII	other	assets

70. Does Includ	the debtor own any other assets the e all interests in executory contracts a	at have not yet been reported nd unexpired leases not previou	on this form? usly reported on this form.		
□ N	o. Go to Part 12.				
✓ Y	es. Fill in the information below.				
				Current valu	e of debtor's
				interest	
′1 Notes	s receivable				
Descr	iption (include name of obligor)	Total face amount	doubtful or uncollectible acco	ounts	
	71.1 None	\$	- \$	= → \$	
_					
	efunds and unused net operating lo	sses (NOLs)			
Desc	ription (for example, federal, state, local)	_	_		
	72.1 None		Tax year	\$	
3. Intere	ests in insurance policies or annuiti	es			
	73.1 None			\$	
4. Caus	es of action against third parties (w	hether or not a lawsuit			
	74.1 None			\$	
	Nature of claim				
	Amount requested	\$			
every	r contingent and unliquidated claim r nature, including counterclaims of ff claims 75.1 None	the debtor and rights to		\$	
	Nature of claim				
	Amount requested	\$			
6. Trust	s, equitable or future interests in pr	operty			
	76.1 None			\$	
	property of any kind not already lis y club membership	ted Examples: Season tickets,			
	77.1 A/R - Laguna Creek - Intercomp	pany Receivable		\$	25,307.05
	77.2 A/R - Lakewood Pointe - Interco	ompany Receivable		\$	119,032.89
	77.3 Due From/To: Westchester xx2	783 - Intercompany Receivable		\$	549.09
8. Tota l	of Part 11.				
Add I	ines 71 through 77. Copy the total to li	ne 90.		\$	144,889.03
0 11	and the manufacture of the process				
9. Hasa ☑ N	ny of the property listed in Part 11 b	peen appraised by a profession	onai within the last year?		
□ Y					

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RH Windrun LLC Debtor:

Name

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Part 12: **Summary**

	Type of property	nt value of nal property		Curre	ent value of real erty
80.	Cash, cash equivalents, and financial assets. Copy line 5, Part 1.	\$ 34,472.03			
81.	Deposits and prepayments. Copy line 9, Part 2.	\$ 368,129.62			
82.	Accounts receivable. Copy line 12, Part 3.	\$ 40,121.00			
83.	Investments. Copy line 17, Part 4.	\$ 0.00			
84.	Inventory. Copy line 23, Part 5.	\$ 0.00			
85.	Farming and fishing-related assets. Copy line 33, Part 6.	\$ 0.00			
86.	Office furniture, fixtures, and equipment; and collectibles.	\$ 0.00			
	Copy line 43, Part 7.				
87.	Machinery, equipment, and vehicles. Copy line 51, Part 8.	\$ 0.00			
88.	Real property. Copy line 56, Part 9	 		\$	23,850,458.79
89.	Intangibles and intellectual property. Copy line 66, Part 10.	\$ 0.00			
90.	All other assets. Copy line 78, Part 11.	\$ 144,889.03			
91.	Total. Add lines 80 through 90 for each column91a.	\$ 587,611.68	+ 91b.	\$	23,850,458.79
92.	Total of all property on Schedule A/B. Lines 91a + 91b = 92	 			

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Fill in this information to identify the case: Debtor Name: In re: RH Windrun LLC United States Bankruptcy Court for the: District of New Jersey Case number (if known): 25-15345 (MBK)			Check if this is an amended filing
Official Form 206D			
Schedule D: Creditors Who Ha	ave Claims Secured by Prop	erty	12/15
Be as complete and accurate as possible.			
 Do any creditors have claims secured by debtor's pro No. Check this box and submit page 1 of this form to Yes. Fill in all of the information below. 		ning else to report on	this form.
Part 1: List Creditors Who Have Secured Claims			
. List in alphabetical order all creditors who have secure secured claim, list the creditor separately for each claim.	ed claims. If a creditor has more than one	Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim
2.1 Creditor's name	Describe debtor's property that is subject to a lien		
CKD Funding LLC	Real Property	1,451,774.3	5 \$ Undetermined
Creditor's mailing address Brett D. Goodman Notice Name 1301 Avenue of the Americas, 42nd Floor Street New York NY 10019	Describe the lien Mortgage Is the creditor an insider or related party? ☑ No □ Yes		
City State ZIP Code			
Country	Is anyone else liable on this claim?		
Creditor's email address, if known	✓ No		
Brett.Goodman@afslaw.com	Yes. Fill out Schedule H: Codebtors(Official Form	206H).	
	As of the petition filing date, the claim is: Check all that apply. Contingent Unliquidated Disputed		
Yes. The relative priority of creditors is specified on lines			

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Debtor: RH Windrun LLC Document Page 30 of 43 Case number (if known):

Copy this page only if more space is needed. Continue numbering the lines sequentially from

3. Total of the dollar amounts from Part 1, Column A, including the amounts from the Additional

Column B

Column A

\$

27,951,774.35

Name

Additional Page Part 1:

the	previous	page.			·		Do	nount of claim not deduct the ue of collateral.		of collateral that orts this claim
2 Cred	ditor's na	me		Des	cribe debtor's property that	is subject to a lien				
CKD	Investor	Penn		Rea	al Property		\$	26,500,000.00	\$	Undetermined
Credit	tor's Name						-		_	
Cred	ditor's ma	ailing addres	S							
Brett	t D. Good	man		Des	scribe the lien					
	e Name			Jun	ior Mortgage					
		of the Americ	as, 42nd Floor	_						
Street	t									
				-	he creditor an insider or rela	ited party?				
				_ _	No					
	York	NY NY	10019		Yes					
City		State	ZIP Code							
Count	trv			ls a	nyone else liable on this cla	im?				
	•	nail address,	if known	□ No						
Brett	t.Goodma	ın@afslaw.co	m	✓ Yes. Fill out Schedule H: Codebtors(Official Form 206H).						
Date	e debt wa	s incurred		-		•		•		
Last num		of account			of the petition filing date, the ck all that apply.	claim is:				
D			a an interest in the	\checkmark	Contingent					
	e proper		e an interest in the	\checkmark	Unliquidated					
		.,		\checkmark	Disputed					
	No									
\checkmark		ive you alread priority?	dy specified the							
	☑ No. S	Specify each of its re	creditor, including this lative priority.							
	Sub	ordinated								
		. The relative cified on lines	priority of creditors is							

Page, if any.

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Part 2: List Others to Be Notified for a Debt Already Listed in Part 1

List in alphabetical order any others who must be notified for a debt already listed in Part 1. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for secured creditors.

If no others need to be notified for the debts listed in Part 1, do not fill out or submit this page. If additional pages are needed, copy this page.

Name and address			On which line in Part 1 did you enter the related creditor?	Last 4 digits of account number for this entity
			Line	
Name				
Notice Name				
Street				
City	State	ZIP Code		
Country				

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Fill in this information to identify the case:
Debtor Name: In re : RH Windrun LLC
United States Bankruptcy Court for the: District of New Jersey
Case number (if known): 25-15345 (MBK)

Official Form 206E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Dart 1	List All Creditors with PRIORITY Unsecured Claims
ı aıtı.	LIST All Greditors with PRIORITT Unsecured Cialins

- 1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).
 - ☐ No. Go to Part 2.
 - ✓ Yes. Go to Line 2.
- 2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

				Total clain	n	Priority a	mount
Priority creditor's name and mailing address		d mailing address	As of the petition filing date, the claim is:	\$	102,052.35	\$	102,052.35
City of New Orle	eans		Check all that apply.				
Creditor Name			☐ Contingent				
			☐ Unliquidated				
Creditor's Notice na	ime		☐ Disputed				
P. O. BOX 6004	7		_				
Address			Basis for the claim:				
			Property Tax	_			
			_				
New Orleans	<u>LA</u>	70160-0047	_				
City	State	ZIP Code					
Country			_				
Date or dates	debt was inc	urred					
Various			_				
Last 4 digits on number	of account			Is the c ☑ No	laim subject	to offset?	
Specify Code	subsection o	f PRIORITY unsecur	ed	□ Yes			
claim: 11 U.S.	C 8 507(a) (8)						

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Part 2:

List All Creditors with NONPRIORITY Unsecured Claims

3.List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

				Amount of claim	
Nonpriority creditor's name and mailing address See Schedule E/F, Part 2 Attachment		_	As of the petition filing date, the claim is: Check all that apply.	\$	1,576,785.93
Creditor Name Creditor's Notice name			☐ Contingent ☐ Unliquidated		
			☐ DisputedBasis for the claim:		
Address	State	ZIP Code		-	
Country Date or dates debt was incurred		ed	Is the claim subject to offset? ☐ No		
Last 4 digit	s of account		□ Yes		

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Part 3: List Others to Be Notified About Unsecured Claims

co If r	llection agencies, ass	ignees of claims list	ed above, and attorneys for	sted in Parts 1 and 2. Examples of entities that may be listed are or unsecured creditors. not fill out or submit this page. If additional pages are needed, copy the		
Name and mailing address				On which line in Part 1 or Part 2 is the related creditor (if any) listed?	Last 4 digits of account number, if any	
				Line		
Na	Name			□ Not Listed.Explain		
Not	tice Name					
Str	eet					
City	y	State	ZIP Code			

Country

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5. Add the amounts of priority and nonpriority unsecured claims.			
		Total of o	claim amounts
5a. Total claims from Part 1	5a.	\$	102,052.35
5b. Total claims from Part 2	5b. +	\$	1,576,785.93
5c. Total of Parts 1 and 2	5c.	\$	1,678,838.28
Lines 5a + 5b = 5c.			

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Fill in this information to identify the case:
Debtor Name: In re : RH Windrun LLC
United States Bankruptcy Court for the: District of New Jersey
Case number (if known): 25-15345 (MBK)

Official Form 206G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

- 1. Does the debtor have any executory contracts or unexpired leases?
 - □ No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.
 - ☑ Yes. Fill in all of the information below even if the contracts or leases are listed on *Schedule A/B: Assets Real and Personal Property* (Official Form 206A/B).

2.	List all contracts and unexpired I	eases		State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease			
	2.1 State what the contract or lease is for and the nature of the debtor's interest	See Schedule G Attachment	Name				
			Notice Name				
	State the term remaining		Address				
	List the contract number of any government contract						
			City	State	ZIP Code		
			Country				

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Fill in this information to identify the case:
Debtor Name: In re : RH Windrun LLC
United States Bankruptcy Court for the: District of New Jersey
Case number (if known): 25-15345 (MBK)

Official Form 206H

Schedule H: Codebtors

12/15

Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively. Attach the Additional Page to this page.

- Does the debtor have any codebtors?
 - □ No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.
 - ✓ Yes
- 2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the schedules of creditors, Schedules D-G. Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list each creditor separately in Column 2.

Column 1: Codebtor				Column 2: Creditor	
Name	Mailing address			Name	Check all schedules that apply:
2.1 RH Chenault Creek LLC	800 N State St Ste 402			CKD Investor Penn	☑ D
	Street				D.F./F
	-				□ E/F
					□G
	Dover	DE	19901		
	City	State	ZIP Code		
	Country	_			
2.2 RH Copper Creek LLC	800 N State St Ste 402			CKD Investor Penn	☑ D
	Street				
				_	□ E/F
					□G
	Dover	DE	19901		
	City	State	ZIP Code	_	
	Country	_			
2.3 RH Lakewind East LLC	800 N State St Ste 402			CKD Investor Penn	☑ D
	Street				
				_	□ E/F
					□G
	Dover	DE	19901		
	City	State	ZIP Code		
	Country				

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3111	in this	informat	ion to	identif	v the	case:
		IIII O I III G	.011.0	i G G I I G I	,	occo.

Debtor Name: In re: RH Windrun LLC

United States Bankruptcy Court for the: District of New Jersey

Case number (if known): 25-15345 (MBK)

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

_											
	I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.										
I ha	have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:										
\square	Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)										
	Schedule	D: Creditors Who Have Claims Secured by Property	(Official Form 206D)								
	Schedule	E/F: Creditors Who Have Unsecured Claims (Official	Form 206E/F)								
	Schedule	G: Executory Contracts and Unexpired Leases (Official	ial Form 206G)								
	Schedule H: Codebtors (Official Form 206H)										
	Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)										
	Amended Schedule										
	Chapter	11 or Chapter 9 Cases: List of Creditors Who Have the	e 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)								
	Other doo	cument that requires a declaration									
I de	clare unde	r penalty of perjury that the foregoing is true and corre	ect.								
Exe	cuted on	06/23/2025	★ / s / Elizabeth LaPuma								
	MM / DD / YYYY Signature of individual signing on behalf of debtor										
	Elizabeth LaPuma										
			Printed name								
			Independent Fiduciary								
			Position or relationship to debtor								

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Case No. 25-15345

Schedule A/B 55 Real property

		Nature and extent of	Net book value of	Valuation method	
		debtor's interest in	debtor's interest	used for current	Current value of
Description of property	Location of property	property	(where available)	value	debtor's interest
RE: Building Improvements	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$113,093.78	Book Value	\$113,093.78
RE: Buildings	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$20,454,809.31	Book Value	\$20,454,809.31
Rehab-EXT: Exterior Improvements	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$934,170.62	Book Value	\$934,170.62
Rehab-EXT: Other	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$1,294.28	Book Value	\$1,294.28
Rehab-INT: Flooring: Carpet/Vinyl	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$167.11	Book Value	\$167.11
Rehab-INT: Hardware/Fixtures	12151 I-10 Service Road, New Orleans, LA 70128	100%		Book Value	\$414.95
Rehab-INT: Interior Improvements	12151 I-10 Service Road, New Orleans, LA 70128	100%		Book Value	\$2,240,243.36
Rehab-INT: Painting	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$167.11	Book Value	\$167.11
Rehab-SW: Professional/ Consulting	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$4,500.00	Book Value	\$4,500.00
Replaced A/C and Heating	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$4,737.23	Book Value	\$4,737.23
Replaced Appliances	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$16,709.29	Book Value	\$16,709.29
Replaced Building/Office Equipment	12151 I-10 Service Road, New Orleans, LA 70128	100%		Book Value	\$863.00
Replaced Carpentry/Roofs	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$6,390.00	Book Value	\$6,390.00
Replaced Doors/ Windows	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$1,320.52	Book Value	\$1,320.52
Replaced Electrical/ Lighting	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$2,250.00	Book Value	\$2,250.00
Replaced Flooring	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$42,065.41	Book Value	\$42,065.41
Replaced Maintenance Equipment	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$3,388.33	Book Value	\$3,388.33
Replaced Paving/Parking Lot	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$6,600.00	Book Value	\$6,600.00
Replaced Plumbing/Hot Water/Pool	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$5,248.02	Book Value	\$5,248.02
Replaced Structural/Building	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$6,583.00	Book Value	\$6,583.00
Replaced Structural/Building - Fire	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$3,317.36	Book Value	\$3,317.36
Replaced Window Coverings	12151 I-10 Service Road, New Orleans, LA 70128	100%	\$2,126.11	Book Value	\$2,126.11
		TOTAL:	\$23,850,458.79	TOTAL:	\$23,850,458.79

Case 25-15343-MBK Doc 197 Filed 06/24/25 Entered 06/24/25 14:54:07 Desc Main Document Page 40 of 43 In re: RH Windrun LLC Case No. 25-15345 Schedule EF, Part 2 Creditors Who Have NONPRIORITY Unsecured Claims

Line Nonpriority Creditor's Name	Creditor Notice Name	Address 1	Address 2	City	State	Z ip	Date incurred	Account number (last 4 digits)	Basis for claim	Subject to offset (Y/N)	Contingent Unliquidated Disputed	Amount of claim
3.1 AA Screens & Glass, Inc.		2511 Lafayette Street		Suite Bgretna	LA	70053	Various		Trade Payable	N		\$1,320.52
3.2 AC Captive Services, LLC		2115 8th Ave		Helena	MT	59601-4839	Various		Insurance	N		\$2,555.71
3.3 AFCO Credit Corporation		5600 N River Road	Suite 400	Rosemont	IL	60018-5187	Various		Insurance Financing	N		\$138,321.32
3.4 AFCO Credit Corporation		5600 N River Road	Suite 400	Rosemont	IL	60018-5187	Various		Insurance Financing	N		\$231,914.10
3.5 Allied Waste Transportation, Inc		P.O. Box 78829		Phoenix	AZ	85062	Various		Trade Payable	N		\$1,676.02
3.6 American Express		200 Vesey Street		New York	NY	10285-3106	Various		Banking Fees	N		\$29,512.80
3.7 American National, LLC		3250 Bonita Beach Road #205203		Bonita Springs	FL	34134	Various		Professional Services	N		\$543.90
3.8 APARTMENTS LLC		2563 Collection Center Dr		Chicago	IL	60693-0025	Various		Trade Payable	N		\$3,673.50
3.9 Apprise by Walker & Dunlop		7272 Wisconsin Avenue	Suite 1300	Bethesda	MD	20814	Various		Trade Payable	N		\$1,722.57
3.10 Bajewski Law Group LLC		1046 Hawkins St		Gretna	LA	70053-3827	Various		Professional Services	N		\$4,422.50
3.11 BankDirect Capital Finance		Two Conway Park	150 North Field Drive Ste 190	Lake Forest	IL.	60045	Various		Banking Fees	N		\$3,774.57
3.12 Bay Pest Control Company, Inc.		6820 Washington Ave		Ocean Springs	MS	39564	Various		Trade Payable	N		\$2,313.00
3.13 Chadwell Supply		PO Box 105172		Atlanta	GA	30348-5172	Various		Trade Payable	N		\$5,575.63
3.14 Cox Business (PO Box 919292)		PO Box 919292		Dallas	TX	75391-9292	Various		Trade Payable	N		\$1,308.53
3.15 Crisanto Construction LLC							Various		Trade Payable	N		\$4,330.00
3.16 Dominique Delpit		Carmel Spring Leasing Manager	12151 I-10 Service Road	New Orleans	LA	70128	Various		Employment	N		\$77.99
3.17 Eddies Hardware Inc		4401 Downman Rd	rtodu	New Orleans	LA	70126-3714	Various		Trade Pavable	N		\$129.16
3.18 Entergy		PO Box 8101		Baton Rouge	LA	70891-8101	Various		Trade Payable	N	+++	\$17,443,33
3.19 Excellent Painted IIc	Luis E Saldana	3608 W Lovola Dr		Kenner	LA	70065-2406	Various		Trade Payable	N	+++	\$2,550.00
3.20 G5 Search Marketing, Inc.	Luis L Galdalla	PO Box 843274		Dallas	TX	75284-3274	Various		Trade Payable	N	+++	\$715.00
3.21 Gieger Laborde & Laperouse, LLC		701 Poydras Street	Ste. 4800	New Orleans	LA	70139	Various		Professional Services	N	+++	\$6,479.00
3.22 HD Supply Facilities Maintenance, Ltd.		PO Box 509058	Ste. 4000	San Diego	CA	92150-9058	Various		Trade Pavable	N	+++	\$57.73
3.23 ICO Uniforms		1605 NW 159th St		Miami Gardens	FL	33169	Various		Trade Payable	N	+++	\$272.16
3.24 LAGSP LLC		4499 Pond Hill RD		San Antonio	TX	78231	Various		Trade Payable	N		\$16,000.00
3.25 Landscape Workshop, LLC		PO Box 738876		Dallas	TX	75373-8876	Various		Trade Payable	N		\$15,750.00
3.26 miracle man enterprise		PO Box 2294		Harvey	LA	70059	Various		Trade Payable	N		\$2,380.00
3.27 National Credit Systems Inc		PO Box 312125		Atlanta	GA	31131	Various		Trade Payable	N		\$220.00
3.28 NV5 Inc. dba Global Realty Services Group LLC		I O BOX 012120		Audita	- OA	01101	Various		Trade Payable	N		\$4,900.00
3.29 Oscar Carter Electric, LLC		6641 Westbank Expv Ste F		Marrero	LA	70072-2664	Various		Trade Payable	N		\$870.00
3.30 Rapid Improvements LLC		46 Main Street	Suite 339	Monsey	NY	10952	Various		Trade Payable	N		\$37.687.97
3.31 Rent Path Holdings, Inc.		PO Box 740925	04.10 000	Atlanta	GA	30374-0925	Various		Trade Payable	N		\$1,726,33
3.32 ReSynergy Bill, LLC		7575 N Loop 1604 West	Ste 104	San Antonio	TX	78249	Various		Trade Payable	N		\$1,055,43
3.33 Rhodium Management		46 Main Street	Suite 339	Monsey	NY	10952	Various		Trade Payable	N		\$236,513.78
3.34 River Birch Landfill		2000 South Kenner Rd	Cano coc	Avondale	LA	70094	Various		Trade Payable	N		\$82.61
3.35 ROTO ROOTER SERVICES CO	Carol Anderson	5672 Collection Center Dr		Chicago	II.	60693-0056	Various		Trade Payable	N		\$1,200,00
3.36 Rvan LLC	Carory and Croom	PO Box 848351		Dallas	TX	75284-8351	Various		Professional Services	N		\$10.487.41
3.37 Sewerage & Water Board of New Orleans		625 Saint Joseph St		New Orleans	LA	70165-6501	Various		Trade Pavable	N		\$563,697.98
3.38 Smith's Carpet Cleaning & Repair LLC		OZO GAINE GOOGDIT GE		TTOW OTTOWNS		10100 0001	Various		Trade Payable	N		\$4.876.00
3.39 Snappt		PO Box 75633		Chicago	IL	60675	Various		Trade Payable	N		\$5,040.00
Staples Contract & Commercial LLC - Staples Business 3.40 Advantage		PO Box 70242		Philadelphia	PA	19176-0242	Various		Trade Pavable	N		\$204.48
3.41 State Chemical Solutions		PO Box 70242 PO Box 844284		Boston	MA	02284-4284	Various		Trade Payable	N N	+++	\$539.24
3.41 State Chemical Solutions		Address on file		DOSION	IVIA	02204-4204	Various		Tenant Reimbursement	N N	X	\$550.00
3.43 U.S. Small Business Administration		409 3rd St., SW		Washington	DC	20416	Various		Unsecured Loan	N N	+^+	\$201,929,96
3.44 Waste Solution Services		5404 Whitsett Ave # 162		Valley Village	CA	91607-1615	Various		Trade Payable	N N	+++	\$9.976.32
3.45 Xerox Business Solutions Southwest		PO Box 674911		Dallas	TX	75267-4911	Various		Trade Payable	N N	+++	\$409.38

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n re: RH Windrun LLC Case No. 25-15345

Schedule G
Executory Contracts and Unexpired Leases

	Name of other parties with whom the							
	debtor has an executory contract or						State what the contract or lease is for and	State the term
	unexpired lease	Address 1	Address 2	City	State	Zip	the nature of the debtor's interest	remaining, in days
	ADT Inc.	1501 Yamato Rd	Address 2	Boca Raton	FL		Alarm Service Contract	Undetermined
	Bay Pest Control	PO Box 1612		Ocean Springs	MI		Pest Control Contract	Undetermined
		PO Box 1612		Ocean Springs	MI		Pest Control Contract	Undetermined
	CoStar Group	3438 Peachtree Road, NE	Suite 1500	Atlanta	GA		Advertising Contract	Undetermined
	Cox Communications. Inc.	2 Penn Plz	Outc 1500	New York	NY		Cable Contract	Undetermined
	Cox Communications, Inc.	2 Penn Plz		New York	NY	10121	Cable Contract	Undetermined
	Cox Communications, Inc.	2 Penn Plz		New York	NY	-	Phone Contract	Undetermined
	Delta/Excellent Paint	6594 Commerce Ct		Warrenton	VA		Painting Contract	Undetermined
	Digital Fire	1180 Rosecrans St	#556	San Diego	CA		IT Service Contract	Undetermined
	Entergy Of New Orleans	639 Loyola Ave	## COO	New Orleans	LA		Electric - House Contract	Undetermined
	Entergy Of New Orleans	639 Loyola Ave		New Orleans	LA		Electric - House Contract	Undetermined
	Green Acres	20946 Victory Blvd		Woodland Hills	CA		Towing Contract	Undetermined
	Landscape Workshop LLC	550 Montgomery Hwy		Birmingham	AL		Landscaping Contract	Undetermined
	National Apartment Association	4300 Wilson Blvd	Suite 400	Arlington	VA		Member of NAA Contract	Undetermined
	Priority Floors	364 Connecticut Ave	Cuito 100	Hamilton	NJ		Carpet Replacement Contract	Undetermined
_	Realpage	2201 Lakeside Blvd		Richarson	TX	75082	·	Undetermined
	Realpage	2201 Lakeside Blvd		Richarson	TX		Lead Management Software Contract	Undetermined
	Realpage	2201 Lakeside Blvd		Richarson	TX		Lead Management Software Contract	Undetermined
_	Realpage	2201 Lakeside Blvd		Richarson	TX		Lead Management Software Contract	Undetermined
	Realpage	2201 Lakeside Blvd		Richarson	TX		Lead Management Software Contract	Undetermined
	Resynergy	7575 N Loop 1604 West	Suite 104	San Antonio	TX		Utility Management & Billing Contract	Undetermined
	Sewarage Water Of New Orleans	625 St Joseph St	Cuito IOI	New Orleans	LA		Water Contract	Undetermined
	g					70.00	Paint Supply Company - Interior Units	0.1401011111104
2 23	Sherwin Williams	101 W. Prospect Ave		Cleveland	ОН	44115	Contract	Undetermined
	Skye's Janitorial LLC	7240 Crowder Blvd	#300b	New Orleans	LA	70126	Carpet Cleaning Contract	Undetermined
	Tenant 178	Address on File		- TON OTHER		10.20	Tenant Lease	43
	Tenant 179	Address on File					Tenant Lease	43
	Tenant 180	Address on File					Tenant Lease	196
	Tenant 181	Address on File					Tenant Lease	165
	Tenant 182	Address on File					Tenant Lease	192
	Tenant 183	Address on File					Tenant Lease	73
	Tenant 184	Address on File					Tenant Lease	226
	Tenant 185	Address on File					Tenant Lease	207
	Tenant 186	Address on File					Tenant Lease	165
	Tenant 187	Address on File					Tenant Lease	73
	Tenant 188	Address on File					Tenant Lease	73
	Tenant 189	Address on File				+	Tenant Lease	316
	Tenant 190	Address on File		+		+	Tenant Lease	134
	Tenant 191	Address on File				+	Tenant Lease	107
	Tenant 192	Address on File					Tenant Lease	257
∠.ა9	I CHAHL 132	Audiess on File					I CHAIR LEASE	257

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n re: RH Windrun LLC Case No. 25-15345

Schedule G
Executory Contracts and Unexpired Leases

	Name of other parties with whom the						
	debtor has an executory contract or					State what the contract or lease is for and	State the term
	unexpired lease	Address 1	Address 2	City	State Zip	the nature of the debtor's interest	remaining, in days
2.40	Tenant 193	Address on File				Tenant Lease	165
2.41	Tenant 194	Address on File				Tenant Lease	316
2.42	Tenant 195	Address on File				Tenant Lease	346
	Tenant 196	Address on File				Tenant Lease	316
	Tenant 197	Address on File				Tenant Lease	165
	Tenant 198	Address on File				Tenant Lease	42
	Tenant 200	Address on File				Tenant Lease	257
	Tenant 201	Address on File				Tenant Lease	103
	Tenant 202	Address on File				Tenant Lease	346
	Tenant 203	Address on File				Tenant Lease	42
	Tenant 204	Address on File				Tenant Lease	165
	Tenant 205	Address on File				Tenant Lease	12
	Tenant 206	Address on File				Tenant Lease	285
	Tenant 207	Address on File				Tenant Lease	73
	Tenant 208	Address on File				Tenant Lease	226
	Tenant 209	Address on File				Tenant Lease	165
	Tenant 210	Address on File				Tenant Lease	12
	Tenant 212	Address on File				Tenant Lease	285
	Tenant 214	Address on File				Tenant Lease	73
	Tenant 215	Address on File				Tenant Lease	316
2.60	Tenant 216	Address on File				Tenant Lease	316
2.61	Tenant 217	Address on File				Tenant Lease	196
	Tenant 218	Address on File				Tenant Lease	316
2.63	Tenant 219	Address on File				Tenant Lease	165
2.64	Tenant 221	Address on File				Tenant Lease	105
2.65	Tenant 222	Address on File				Tenant Lease	134
2.66	Tenant 223	Address on File				Tenant Lease	43
2.67	Tenant 225	Address on File				Tenant Lease	105
2.68	Tenant 226	Address on File				Tenant Lease	285
	Tenant 227	Address on File				Tenant Lease	195
2.70	Tenant 228	Address on File				Tenant Lease	165
	Tenant 230	Address on File				Tenant Lease	346
	Tenant 231	Address on File				Tenant Lease	134
2.73	Tenant 232	Address on File				Tenant Lease	103
2.74	Tenant 233	Address on File				Tenant Lease	257
2.75	Tenant 234	Address on File				Tenant Lease	315
2.76	Tenant 235	Address on File				Tenant Lease	285
2.77	Tenant 236	Address on File				Tenant Lease	73
	Tenant 237	Address on File				Tenant Lease	42
	Tenant 238	Address on File				Tenant Lease	316

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Schedule G Executory Contracts and Unexpired Leases

	Name of other parties with whom the							
	debtor has an executory contract or						State what the contract or lease is for and	State the term
Line	unexpired lease	Address 1	Address 2	City	State	Zip	the nature of the debtor's interest	remaining, in days
	Tenant 239	Address on File					Tenant Lease	42
2.81	Tenant 240	Address on File					Tenant Lease	165
2.82	Tenant 241	Address on File					Tenant Lease	316
2.83	Tenant 242	Address on File					Tenant Lease	257
2.84	Tenant 243	Address on File					Tenant Lease	285
2.85	Tenant 244	Address on File					Tenant Lease	226
2.86	Tenant 245	Address on File					Tenant Lease	73
2.87	Tenant 247	Address on File					Tenant Lease	316
2.88	Tenant 248	Address on File					Tenant Lease	257
2.89	Tenant 249	Address on File					Tenant Lease	257
2.90	Tenant 250	Address on File					Tenant Lease	73
2.91	Tenant 251	Address on File					Tenant Lease	103
2.92	Tenant 252	Address on File					Tenant Lease	285
2.93	Tenant 253	Address on File					Tenant Lease	165
2.94	Tenant 254	Address on File					Tenant Lease	257
2.95	Tenant 255	Address on File					Tenant Lease	226
2.96	Tenant 256	Address on File					Tenant Lease	11
2.97	Tenant 257	Address on File					Tenant Lease	73
2.98	Tenant 258	Address on File					Tenant Lease	196
2.99	Tenant 260	Address on File					Tenant Lease	42
2.100	Tenant 261	Address on File					Tenant Lease	12
2.101	Tenant 262	Address on File					Tenant Lease	194
2.102	Waste Solution Services	700 Rockaway Tpk		Lawrence	NY	11559	Trash Service Contract	Undetermined
2.103	Xerox Holdings Corporation	201 Merritt 7		Norwalk	CT	06851	Copier Contract	Undetermined

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	UNITED STATES BANKRUPTCY COURT			
	DISTRICT OF NEW JERSEY			
	Caption in Compliance with D.N.J. LBR 9004-1			
	In re:			
		Chapt	ter 11	
	CBRM Realty Inc. et al.,			
		Case	No. 25–15343 (MBK)	
	Debtors. ¹	(Joint	ly Administered)	

STATEMENT OF FINANCIAL AFFAIRS FOR RH WINDRUN LLC (CASE NO. 25-15345)

¹The 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.

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1

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Possession

In re:

CBRM Realty Inc., et al.

Debtors.1

Chapter 11

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

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.

GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY AND DISCLAIMERS REGARDING THE DEBTORS' SCHEDULES OF ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS

INTRODUCTION

The above-captioned debtors and debtors-in-possession (the "<u>Debtors</u>") hereby file their respective Schedules of Assets and Liabilities (the "<u>Schedules</u>") and Statements of Financial Affairs (the "<u>Statements</u>" and, with the Schedules, the "<u>Schedules and Statements</u>") in the United States Bankruptcy Court for the District of New Jersey (the "<u>Court</u>"). The Debtors, with the assistance of their advisors and professionals, prepared the Schedules and Statements in accordance with section 521 of title 11 of chapter 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "<u>Bankruptcy Code</u>"), and rule 1007 of the Federal Rules of Bankruptcy Procedure (the "<u>Bankruptcy Rules</u>").

These Global Notes and Statement of Limitations, Methodology and Disclaimers Regarding the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs (the "Global Notes") pertain to, are incorporated by reference in, and comprise an integral part of the Schedules and Statements.²

The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States ("GAAP"), nor are they intended to be fully reconciled with the financial statements of each Debtor. Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment and reflects the Debtors' commercially reasonable efforts to report the assets and liabilities of each Debtor on an unconsolidated basis. The Schedules and Statements and these Global Notes should not be relied upon by any persons for information relating to current or future financial conditions, events, or performance of any of the Debtors.

While the Debtors have made all reasonable efforts to ensure that the Schedules and Statements are accurate and complete as possible based on the information that was available and accessible at the time of preparation, subsequent information or discovery may result in material changes to the Schedules and Statements, and inadvertent errors, inaccuracies, or omissions may have occurred. The subsequent receipt, discovery, or review of any additional information not used in preparation of the Schedules and Statements may result in changes to the financial data and other information contained in such Schedules and Statements. Accordingly, the Debtors reserve all rights to amend or supplement the Schedules and Statements in all respects, as may be necessary or appropriate. Notwithstanding any subsequent information or discovery, the Debtors and their agents, attorneys, and financial advisors do not undertake any obligation to update, modify, revise, or re-categorize the information provided herein, or to notify any third party should the information be updated, modified, revised, or re- categorized. In no event shall the

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These Global Notes supplement and are in addition to any specific notes contained in each Debtor's Schedules or Statements. The fact that the Debtors may reference an individual Debtor's Schedules and Statements and not those of another Debtor should not be interpreted as a decision by the Debtors to exclude the applicability of such reference to any of the Schedules and Statements of any other Debtor, as applicable.

Debtors or their agents, attorneys, and financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business, or lost profits), whether foreseeable or unforeseeable and however caused, even if the Debtors or their agents, attorneys, and financial advisors are advised of the possibility of such damages.

In the event that the Schedules or Statements differ from any of the Global Notes, the Global Notes shall control.

The Debtors indirectly own a large real estate portfolio (the "Crown Capital Portfolio"), which was formed by Moshe "Mark" Silber ("Silber") and certain affiliated parties consisting of dozens of multifamily housing projects across the United States, with nearly 10,000 individual units. The Crown Capital Portfolio's multifamily housing projects have been historically funded, at least in part, by the federal government's housing assistance programs, such as Section 8. Ultimately, the Crown Capital Portfolio raised hundreds of millions of dollars of financing, including (i) over \$200 million from the sale of bonds issued by Debtor Crown Capital Holdings LLC ("Crown") and guaranteed by Debtors CBRM and RH New Orleans MM LLC (the "Notes") and (ii) approximately \$450 million of property-level mortgage loans provided by myriad financing sources.

Silber and certain of his co-investors, including Frederick Schulman (together with Silber, the "Former Principals of Crown Capital"), have been targets of extensive investigations by the federal government and certain state authorities in connection with certain transactions unrelated to the Crown Capital Portfolio. On April 17, 2024, Silber entered into a plea agreement in connection with an affordable housing project (which does not have a presently identified connection to the Debtors or to their past or present activities) with the Fraud Section of the Department of Justice and the United States Attorney for the District of New Jersey for conspiracy to commit wire fraud affecting an institution pursuant to 18 U.S.C. § 371. Schulman also entered into a plea agreement around the same time. Silber was sentenced to thirty months in prison and Schuman was sentenced to twelve months and one day in prison, to be followed by nine months of home confinement. Both have agreed to restitution, including but not limited to relinquishing ownership of the Crown Capital Portfolio. Once Silber's plea became public, Silber, as a convicted felon, was effectively disqualified from continuing to manage the Crown The Crown Capital Portfolio's stakeholders, including investors who Capital Portfolio. purchased the Notes (the "Noteholders"), expressed concern about these developments because the Crown Capital Portfolio's value supported the payment of principal and interest under the Following discussions between Mr. Silber's counsel and the Noteholders' counsel (Faegre Drinker Biddle & Reath LLP) and financial advisers (at the time, IslandDundon), on August 29, 2024, the parties entered into a forbearance agreement (the "Forbearance Agreement"). The Forbearance Agreement addressed various matters involving pending defaults under the Notes and Mr. Silber's go-forward involvement with the portfolio and established a process to ensure the Crown Capital Portfolio had sufficient fiduciary oversight. The Forbearance Agreement, among other things, required Mr. Silber to appoint an independent fiduciary acceptable to the Noteholders as the sole director of CBRM and Crown and provide that individual with an irrevocable proxy for so long as the obligations under the Forbearance

Agreement remained pending.

Thereafter, the Noteholders' advisors identified numerous potential candidates to serve as independent fiduciary as required by the Forbearance Agreement. On September 26, 2024, the bondholders party to the Forbearance Agreement consented to the appointment of Ms. Elizabeth A. LaPuma—a restructuring professional who for over 20 years has worked as an investment banker and corporate director, including for companies in distress—as the independent fiduciary for CBRM and Crown (the "Independent Fiduciary"). Since that time, Ms. LaPuma has acted in a fiduciary capacity for those entities and the dozens of other entities directly or indirectly owned by CBRM, including the Debtors.

IslandDundon has been engaged by the Debtors as their financial adviser and will soon file its retention application with the Court. IslandDundon has reviewed and reconciled the Debtors' financial records with the assistance of The Lynd Group ("Lynd Living"), a Texasbased real estate management organization engaged as the property manager and asset manager for several of the Debtors' and non-Debtor affiliates' real estate properties. Due to the nature of fraud involving the Former Principals of Crown Capital, there can be no assurance that the data contained in the financials, books and records, and information received by Lynd Living in its capacity as property manager and asset manager is complete and accurate. For example, several accounts related to the Debtors' general ledger are missing supporting documentation, which are discussed in greater detail herein.

GENERAL DISCLOSURES APPLICABLE TO SCHEDULES AND STATEMENTS

1. Reservation of Rights. Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or omissions may have occurred. The Debtors reserve all rights to: (i) amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, without limitation, the right to amend the Schedules and Statements with respect to the description, designation, or the Debtor against which any claim (each, a "Claim")³ is asserted; (ii) dispute or otherwise assert offsets or defenses to any Claim reflected in the Schedules and Statements as to amount, liability, priority, status or classification; (iii) subsequently designate any Claim as "disputed," "contingent," or "unliquidated;" or (iv) to object to the extent, validity, enforceability, priority or allowance of any Claim (regardless of whether of such Claim is designated in the Schedules and Statements as "disputed," "contingent," or "unliquidated"). Any failure to designate a Claim in the Schedules and Statements as "disputed," "contingent," or "unliquidated" shall not constitute an admission by the Debtors that such Claim or amount is not "disputed," "contingent," or "unliquidated." Listing a Claim shall not constitute an admission of liability by the Debtor against which the Claim is listed or against any of the other Debtors. Further, nothing contained in the Schedules and Statements or these Global Notes shall constitute a waiver of any of the Debtors' rights with respect to their chapter 11 cases including, but not limited to, any issues involving Claims, substantive consolidation, equitable subordination, defenses, characterization or re-characterization of contracts, assumption or rejection of contracts

For the purpose of these Global Notes, the term "Claim" shall have the meaning as defined under section 101(5) of the Bankruptcy Code.

under the provisions of chapter 3 of the Bankruptcy Code and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code or any other relevant applicable laws to recover assets or avoid transfers. Moreover, the Debtors reserve their rights to amend or supplement the voluntary petition filed by Debtor RH Lakewind East LLC subject to the Court's hearing on *Cleveland International Fund – NRP West Edge, Ltd.'s Motion to Dismiss the Chapter 11 Case of RH Lakewind East LLC* [Docket No. 87]. Any specific reservation of rights contained elsewhere in these Global Notes shall not limit in any respect the general reservation of rights contained in this paragraph. Notwithstanding the foregoing, the Debtors shall not be required to update the Schedules and Statements.

2. <u>Description of the Cases and "As Of" Information Date</u>. On May 19, 2025 (the "<u>Petition Date</u>"), the Debtors each filed a voluntary petition for relief with the Court under chapter 11 of the Bankruptcy Code.

On May 27, 2025, the Court entered the *Order Directing Joint Administration of Chapter 11 Cases* [Docket No. 51] (the "<u>Joint Administration Order</u>"). The Joint Administration Order authorized the joint administration of the Debtors' chapter 11 cases under lead case number 25-15343 for procedural purposes only. Accordingly, each Debtor has filed its own Schedules and Statements.

The income, loss, and asset and liability information provided in the Schedules and Statements is presented as of the Petition Date. The amounts of the Debtors' funded debt obligations and certain amounts related to the Debtors' requests for "first day" relief are also represented as of the Petition Date. Procedures are in place to clearly delineate pre- and post-petition liabilities.

- **3.** Net Book Value of Assets. In many instances, current market valuations are neither maintained by nor readily available to the Debtors. It would be prohibitively expensive and unduly burdensome to obtain current market valuations of the Debtors' property interests that are not maintained or readily available. Accordingly, unless otherwise indicated, the Schedules and Statements reflect the net book values ("NBV"), rather than current market values, of the Debtors' assets as of the Petition Date and may not reflect the net realizable value. For this reason, amounts ultimately realized will vary, at times materially, from net book value.
- **4.** <u>No Admission</u>. Nothing contained in the Schedules and Statements is intended, or should be construed as, an admission or stipulation of the validity of any Claim against the Debtors, any assertion made therein or herein, or a waiver of the Debtors' rights to dispute any Claim or assert any cause of action or defense against any party.
- 5. <u>Insiders</u>. For purposes of the Schedules and Statements, the Debtors define "insiders" pursuant to section 101(31) of the Bankruptcy Code. However, parties referenced as "insiders" have been included for informational purposes only and such listing is not intended to be nor should be construed as a legal characterization of such party as an insider and does not act as an admission of any fact, claim, right or defense, and all such rights, claims, and defenses are hereby expressly reserved. The Debtors have attempted to identify parties who could properly be considered "insiders" at any point during the applicable periods identified in the Schedules and Statements. The Debtors were inclusive in their interpretation of what may constitute an

"insider." However, the Debtors do not take any position with respect to (a) such person's influence over the control of the Debtors, (b) the management responsibilities or functions of such individual, (c) the decision-making or corporate authority of such individual or (d) whether such individual could successfully argue that he or she is not an "insider" under applicable law, including, without limitation, the federal securities laws, or with respect to any theories of liability or for any other purpose.

- **6.** <u>Liabilities.</u> The Debtors have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available the allocation of liabilities between the prepetition and postpetition periods may change. Accordingly, the Debtors reserve all of their rights to amend, supplement, or otherwise modify the Schedules and Statements as is necessary or appropriate. The liabilities listed on the Schedules do not reflect a complete analysis of Claims rights to be treated as an administrative claim under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtors reserve all of their rights to dispute or challenge the validity of any asserted administrative Claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to any creditor's Claim.
- 7. Excluded Assets and Liabilities. Liabilities resulting from accruals and/or estimates of long-term liabilities do not represent specific claims as of the Petition Date and are not otherwise set forth in the Schedules and Statements. Additionally, certain deferred charges, accounts or reserves recorded for GAAP reporting purposes only and certain assets with a net book value of zero are not included in the Debtors' Schedules. Excluded categories of assets and liabilities include accrued expenses. Other immaterial assets and liabilities may also have been excluded.
- **8.** <u>Summary of Significant Reporting Policies</u>. The following is a summary of certain significant reporting policies:
 - a. **Setoffs**. To the extent the Debtors incurred any ordinary course setoffs from customers/vendors such ordinary course setoffs are excluded from the Schedules and Statements.
 - b. Credits and Adjustments. Claims of creditors are listed as the amounts entered on the Debtors' books and records and may not reflect credits, allowances, or other adjustments due from such creditors to the Debtors. The Debtors reserve all of their rights with regard to such credits, allowances, and other adjustments, including the right to assert claims objections and/or setoffs with respect to same.
 - c. Holdco Debtors. For the purpose of these reports, and since separate financials for all non-operating Debtors, CBRM Realty Inc., Crown Capital Holdings LLC, Kelly Hamilton Apts MM LLC, RH New Orleans Holdings LLC, and RH New Orleans Holdings MM LLC (collectively, the "Holdco Debtors" and each, a "Holdco Debtor"), do not exist, financials were not rolled up and/or consolidated for the Holdco Debtors. Instead, the only asset of each respective Holdco Debtor is such Holdco Debtor's equity interests in its respective subsidiary.

- **9.** <u>Undetermined Amounts</u>. Where a description of an amount is left blank or listed as "unknown," "undetermined," or "to be determined," such response is not intended to reflect upon the materiality of such amount.
- 10. <u>Estimates</u>. The preparation of the Schedules and Statements required the Debtors to make certain estimates and assumptions that affected the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities, and the reported amounts of revenue and expenses. Actual reports could differ materially from these estimates. Further, certain immaterial assets and liabilities may have been excluded from the Schedules and Statements. The Debtors reserve all rights to amend the reported amounts of assets, liabilities, reported revenue and expenses to reflect changes in those estimates and assumptions.
- 11. <u>Recharacterization</u>. The Debtors have made reasonable efforts to properly characterize, classify, categorize, or designate certain Claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements. However, the Debtors may nevertheless have improperly characterized, classified, categorized, designated, or omitted certain items. Accordingly, the Debtors reserve their rights to recharacterize, reclassify, recategorize, redesignate, add, or delete items reported in the Schedules and Statements at a later time as is necessary or appropriate.
- 12. <u>Classifications</u>. Listing a Claim (a) on Schedule D as "secured," (b) on Schedule E as "priority," (c) on Schedule F as "unsecured priority," or (d) listing a contract or lease on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors of the legal rights of any claimant, or a waiver of the Debtors' rights to recharacterize or reclassify any Claim or contract or to setoff such Claims. For the avoidance of doubt, the Debtors reserve all rights to dispute the amount and/or the priority status of any Claim on any basis at any time
- 11. <u>Claims Description</u>. Any failure to designate a Claim on a given Debtor's Schedule as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors that such amount is not "disputed," "contingent" or "unliquidated." The Debtors reserve all rights to dispute, or to assert any offsets or defenses to, any claim reflected on their respective Schedules on any grounds including, without limitation, amount, liability, validity, priority or classification, or to otherwise subsequently designate any claim as "disputed," "contingent" or "unliquidated." Listing a claim does not constitute an admission of liability by the Debtors, and the Debtors reserve the right to amend the Schedules accordingly.
- 12. <u>Contingent Assets and Causes of Action</u>. Each of the Debtors hold significant potential Claims and causes of action, including Claims and causes of action under chapter 5 of the Bankruptcy Code or applicable non-bankruptcy law, against Silber, Frederick Schulman, Piper Sandler & Co., Mayer Brown LLP, Rhodium Asset Management LLC and its affiliates, Syms Construction LLC, Rapid Improvements LLC, NB Affordable Foundation Inc., title agencies, independent real estate appraisal firms, other current or former insiders of the Debtors,

Based on the Debtors' books and records, non-Debtor affiliates owned and controlled by the Former Principals of Crown Capital purportedly include but may not be limited to: Rhodium Asset Management LLC; Rhodium Capital Advisors, LLC; Rhodium Management; Rhodium Development, LLC; Rhodium Group; RHODIUM CT GP LLC; RHODIUM CT LP LLC; RHODIUM FC CT LP; and RH FC 14 CT GP LLC.

and each of the aforementioned entities' affiliates, partners, members, managers, officers, directors, and agents. The Debtors may not have listed all of their respective causes of action or potential causes of action against third parties as assets in their Schedules and Statement, including, but not limited to, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant non-bankruptcy laws to recover assets. The Debtors reserve all of their rights with respect to any causes of action, avoidance actions, controversy, right of setoff, cross claim, counterclaim, or recoupment, and any Claim in connection with any contract, breach of duty imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertible directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such Claims, causes of actions, or avoidance actions or in any way prejudice or impair the assertion of such Claims.

13. Executory Contracts. Although efforts have been made to accurately reflect each Debtor's executory contracts in the Schedules and Statements, inadvertent errors or omission may have occurred. Certain information, such as the contact information of the counterparty, may not be included where such information could not be obtained using reasonable efforts. Listing a contract or agreement in the Schedules and Statements does not constitute an admission that such contract or agreement (a) is an executory contract, (b) was in effect on the Petition Date, or (c) is valid or enforceable. The Debtors do not make, and specifically disclaim, any representation or warranty as to the completeness or accuracy of the information set forth on Schedule G.

Although the Debtors made diligent attempts to attribute each executory contract to the correct Debtor, the Debtors may have inadvertently failed to do so. Certain confidentiality and non-compete agreements may not be listed on Schedule G. The contracts and agreements listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments and other documents that may not be listed despite the Debtors' use of reasonable efforts to identify such documents. Certain of the contracts and agreements listed on Schedule G may also consist of several parts, including purchase orders, letters, and other documents that may not be listed on Schedule G or that may be listed as a single entry. Unless otherwise specified on Schedule G, each executory contract listed thereon shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, purchase orders, statements of work, requests for service, or other agreements made directly or indirectly. The Debtors expressly reserve their rights to challenge whether such related materials constitute an executory contract, a single or integrated contract or agreement, multiple contracts or agreements, or severable or separate contracts or agreements.

The Debtors expressly reserve their rights, Claims, and causes of actions with respect to the executory contracts, including the right to dispute or challenge the characterization of any agreement on Schedule G as executory.

- 14. Guarantees: The Debtors have used their reasonable best efforts to locate and identify guarantees and other secondary liability Claims (collectively, "Guarantees") in each of their executory contracts, unexpired leases, secured financings, debt instruments, and other similar agreements. Where such Guarantees have been identified, they have been included in the relevant Schedules of the Debtor or Debtors affected by such Guarantees. Where a Guarantee exists, co-obligors are listed on a Debtor's Schedule H to the extent the Debtor is either the primary obligor or the guarantor of the relevant obligation. To the extent that a Debtor is a guarantor, such Guarantees are also listed on its Schedule D or E/F, as appropriate, and listed as "contingent" and "unliquidated" unless otherwise specified. Further, it is possible that certain Guarantees embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments and other such agreements may have been inadvertently omitted. Thus, the Debtors reserve their rights to amend the Schedules and Statements to the extent that additional Guarantees are identified. In addition, the Debtors reserve the right to amend the Schedules and Statements to recharacterize, reclassify, add, or remove any such contract or Claim.
- **15.** <u>Duplication.</u> Certain of the Debtors' assets, liabilities, and prepetition payments may properly be disclosed in multiple parts of the Statements and Schedules. To the extent these disclosures would be duplicative, the Debtors have determined to only list such assets, liabilities, and prepetition payments once.
- 15. <u>Confidentiality</u>: There are instances within the Schedules and Statements where names, addresses, or amounts have been left blank. Due to the nature of an agreement between the Debtors and a third party, concerns of confidentiality, or concerns for the privacy of an individual, the Debtors may have deemed it appropriate and necessary to avoid listing such names, addresses, and amounts.
- 16. <u>First Day Orders</u>: The Court has authorized (each, a "<u>First Day Order</u>") the Debtors to pay, in whole or in part, various outstanding prepetition Claims, including but not limited to, payments relating to prepetition tenant reimbursements and utilities. Given that certain of these Claims are anticipated to be paid in accordance with the First Day Orders, such Claims may not be listed in the Schedules, or may otherwise be listed as "unknown" or "to be determined." Accordingly, the scheduled Claims may not reflect those prepetition expenses that have been or will be paid in accordance with the First Day Orders and other orders of the Court.
- 17. <u>Signatory.</u> The Schedules and Statements have been signed by Elizabeth LaPuma, in her capacity as Independent Fiduciary. In reviewing and signing the Schedules and Statements, she has necessarily relied upon the efforts, statements and representations of various of the Debtors' personnel and professionals. She has not (and could not have) personally verified the accuracy of each such statement and representation, including statements and representations concerning amounts owed to creditors and their addresses.
- **18.** <u>Limitation of Liability</u>. The Debtors and their officers, employees, agents, attorneys, and financial advisors do not guarantee or warrant the accuracy, completeness, or correctness of the data that is provided herein and shall not be liable for any loss or injury arising out of or caused, in whole or in part, by the acts, errors, or omissions, whether negligent or otherwise, in

procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained herein. The Debtors and their officers, employees, agents, attorneys, and financial advisors expressly do not undertake any obligation to update, modify, revise, or recategorize the information provided herein or, except to the extent required by applicable law or an order of the Court, to notify any third party should the information be updated, modified, revised, or re-categorized. In no event shall the Debtors or their officers, employees, agents, attorneys, and financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a potential Claim against the Debtors or damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused.

SPECIFIC DISCLOSURES WITH RESPECT TO THE DEBTORS' SCHEDULES

- 1. <u>Schedule A/B Assets—Real and Personal Property</u>. Each Debtor's assets in Schedule A/B are listed at net book value as of the Petition Date, unless otherwise noted, and may not necessarily reflect the market or recoverable value of these assets as of the Petition Date.
 - The Debtors' balance sheet indicates that multiple operating accounts exist at each Debtor entity. Certain bank accounts that appear on the Debtors' financial statements are not listed in the Schedules as such bank accounts were inherited from the Debtors' previous ownership and the Debtors do not believe that any such bank account existed as of the Petition Date or currently exists. After the Petition Date, the Debtors opened several new bank accounts, which accounts are not listed on the Debtors' Schedules.
 - The Debtors' accounts receivable from tenants are collected in the ordinary course of business, and due to the nature of the books and records, IslandDundon is still in the process of classifying accounts receivable from tenants based on days outstanding. Therefore, IslandDundon has currently classified all account receivables from tenants as less than 90 days outstanding.
 - o There also exist outstanding accounts receivable from when the Debtors were managed by the Former Principals of Crown Capital, for which there is no substantive detail. The Debtors do not believe any of these receivables are collectable and hence have all been classified as over 90 days outstanding.
 - o Equity interests in all of the Debtors are reflected as undetermined.
 - O All real personal property and improvements for each applicable Debtor is listed on an individualized basis and represents the NBV of the respective building and building improvement. It would be prohibitively expensive and unduly burdensome to obtain current market valuations of the Debtors' property interests that are not maintained or readily available.

- Rhodium Asset Management LLC booked intercompany accounts receivables between the Debtor entities for which no supporting documentation exists. These entries have been maintained, but the Debtors do not believe that any of these intercompany accounts receivables are collectable.
- 2. Schedule D Creditors Holding Secured Claims. Except as otherwise agreed pursuant to a stipulation, agreed order or general order entered by the Court that is or becomes final, the Debtors and/or their estates reserve their right to dispute or challenge the amount, validity, perfection, priority or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a creditor listed on Schedule D. Further, although the Debtors may have scheduled Claims of various creditors as secured Claims for informational purposes, no current valuation of the Debtors' assets in which such creditors may have a lien has been undertaken. The Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's Claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's Claim. The descriptions provided in Schedule D are intended to be only a summary.

Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of liens. Detailed descriptions of the Debtors' prepetition debt structure and descriptions of collateral relating to the debt contained on Schedule D are contained in the *Declaration of Matthew Dundon*, *Principal of IslandDundon LLC*, in *Support of Debtors' Chapter 11 Petitions and First Day Pleadings* [D.I. 44].

Nothing in these Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements. Except as specifically stated on Schedule D, real property lessors, utility companies, and other parties that may hold security deposits have not been listed on Schedule D. The Debtors reserve all of their rights to amend Schedule D to the extent that the Debtors determine that any Claims associated with such agreements should be reported on Schedule D. Nothing herein shall be construed as an admission by the Debtors of the legal rights of any claimant or a waiver of the Debtors' rights to recharacterize or reclassify such Claim or contract. Moreover, the Debtors have not included on Schedule D parties that may believe their Claims are secured through setoff rights or inchoate statutory lien rights.

3. Schedule E/F—Creditors with Priority Unsecured Claims. Pursuant to the Interim Order Authorizing the Debtors to Continue Their Prepetition Business Operations, Policies, and Practices and Pay Related Claims in the Ordinary Course of Business on a Postpetition Basis [Docket No. 136], the Debtors have been granted the authority to pay certain tax liabilities that accrued prepetition. Accordingly, any priority unsecured Claim based upon prepetition tax accruals that have been paid pursuant to such order are not listed on Schedule E. To the extent the Debtors have listed the Claims or potential Claims of various taxing authorities, such listing of a Claim on Schedule E does not constitute an admission by the Debtors that such Claim is entitled to priority under section 507 of the Bankruptcy Code. The Debtors reserve the right to dispute the priority status of any claim on any basis.

4. Schedule E/F— Creditors with Nonpriority Unsecured Claims. The liabilities identified on Schedule E/F, Part 2, are derived from the Debtors' books and records. The Debtors made reasonable efforts to set forth their unsecured obligations, but the actual Claims and amounts against the Debtors may differ from the liabilities listed on Schedule E/F Part 2. In certain instances, the date or dates on which a Claim listed on Schedule E/F, Part 2, arose, accrued, or was incurred are unknown to the Debtors or subject to dispute. Where the determination of the date on which a Claim arose, accrued, or was incurred would be unduly burdensome and costly to the Debtors' estates, the Debtors have not listed a specific date or dates for such Claim. The listed liabilities may not reflect the correct amount of any unsecured creditor's allowed Claim. In addition, certain Clams listed on Schedule F may be entitled to priority under 11 U.S.C. § 503(b)(9).

The Debtors have made best efforts to include all creditors on Schedule F; however, the Debtors believe there may be instances where vendors have yet to provide proper invoices for prepetition goods or services. While the Debtors maintain general accruals to account for these liabilities in accordance with GAAP, these amounts are estimates.

5. Schedule G—Executory Contracts. Although reasonable efforts have been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases (collectively the "Agreements"), a review of such Agreements is ongoing and inadvertent errors, omissions or over-inclusion may have occurred. For example, Lynd Living is still gathering and reconciling contracts related to Debtor Kelly Hamilton Apts LLC. Pursuant to the Order Authorizing the Assumption of Certain Amended and Restated Property Management Agreements and Asset Management Agreement [Docket No. 171], the Court has approved the Debtors' assumption of certain executory contracts with Lynd Living, which contracts are included on the Debtors' Schedules. The Debtors may have entered into various Agreements in the ordinary course of their business, such as indemnity agreements, supplemental agreements, amendments/letter agreements, and confidentiality agreements, which may not be set forth in Schedule G. Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. Schedule G may be amended at any time to add any omitted Agreements. Likewise, the listing of an Agreement on Schedule G does not constitute an admission that such Agreement is an executory contract or unexpired lease or that such Agreement was in effect on the Petition Date or is valid or enforceable. The Agreements listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letter and other documents, instruments and agreements which may not be listed on Schedule G.

Any and all of the Debtors' rights, claims and causes of action with respect to the Agreements listed on Schedule G are hereby reserved and preserved, and as such, the Debtors hereby reserve all of their rights to: (i) dispute the validity, status, or enforceability of any Agreements set forth on Schedule G; (ii) dispute or challenge the characterization of the structure of any transaction, or any document or instrument related to a creditor's Claim, including, but not limited to, the Agreements listed on Schedule G; and (iii) amend or supplement such Schedule as necessary.

NOTES TO THE DEBTORS' STATEMENTS

- **1.** <u>Statement Part 1, Question 1: Revenue</u>. Revenue is shown for the fiscal years ending 2023, 2024, and 2025 through the Petition Date.
- 2. Statement Part 2, Question 4(a): Payments to Insiders. The Debtors' listing of individuals as "insiders" is subject to the methodology and reservations of rights described in paragraph 5 hereof. In the interest of disclosure, the Debtors have listed all payments during the applicable period to parties that may have qualified as an insider at any point during such period. On April 30, 2025, White & Case LLP, on behalf of Crown Capital Holdings LLC, paid certain expenses owed to the Independent Fiduciary. The Debtors' records reflect multiple categories of payments made to Lynd Living and certain of its affiliated entities prior to the Petition Date for a range of operational and administrative functions undertaken in its capacity as property manager and real estate asset manager. These payments include: (i) payroll disbursements for on-site and shared services personnel employed or administered through Lynd Living-affiliated entities; (ii) management fees paid pursuant to pre-existing property management agreements; and (iii) reimbursements for accounts receivable related to third-party expenses Lynd Living initially paid on the Debtors' behalf. The reimbursed expenses include, but are not limited to, postage and mail handling, software licenses, marketing expenditures, and other general administrative overheads incurred during the normal course of operations.
- 3. <u>Statement Part 6, Question 11: Payments Related to Bankruptcy.</u> On April 23, 2025, the Debtors deposited with White & Case LLP, proposed counsel to the Debtors, a retainer of \$141,680.00. On April 30, 2025, White & Case LLP paid certain expenses of the Debtors in the amount of \$60,000.00 from such retainer. Additional information regarding the Debtors' retention of professional service firms is more fully described in individual retention applications.
- 4. Statement Part 3, Question 7: Legal Actions. The Debtors reserve all of their rights and defenses with respect to any and all listed lawsuits and administrative proceedings. The listing of any such suits and proceedings shall not constitute an admission by the Debtors of any liabilities or that the actions or proceedings were correctly filed against the Debtors or any affiliates of the Debtors. The Debtors also reserve their right to assert that neither the Debtors nor any affiliates of the Debtors are an appropriate party to such actions or proceedings. The Debtors have made reasonable best efforts to identify all current pending litigation involving the Debtors; however, certain omissions may have occurred. In the ordinary course of business, the Debtors file unlawful detainer or forcible entry and detainer actions, as necessary, against individual tenants. The Debtors may have been involved in a number of such actions in the year preceding the Petition Date, but no such action has been listed on the Debtors' Statements.
- **5.** <u>Statement Part 7, Question 14: Previous Addresses.</u> Due to the consolidated nature of the Debtors' operations, the same address may be listed on the schedules of multiple Debtors.
- 6. <u>Statement Part 13, Question 26(b): Firms or Individuals Who Have Audited, Compiled, or Reviewed Debtors' Books</u>. The Debtors have not engaged any auditors within the two years preceding the Petition Date. The most recent party involved in preparing the Debtors' financial information was the tax preparer responsible for the 2022 return. While a

draft 2023 return was reportedly completed, it has not been released to the Debtors due to nonpayment. As of the date hereof, the Debtors have been unable to verify whether the 2023 return was finalized or filed with the appropriate reporting agencies. Other third parties may have audited, compiled, or reviewed the Debtors' books but are not included in the Debtors' responses to Statement Question 26(b).

7. Statement Part 13, Question 26(c): Firms or Individuals in Possession of Debtor's Books of Account and Records. Lynd Living assumed primary responsibility for maintaining the books and records for the Debtor Borrowers under the NOLA DIP Facility⁵ and Debtor Kelly Hamilton Apts LLC in 2025. This transition occurred after the Former Principals of Crown Capital became the subject of a federal investigation described at length earlier herein. Prior to this transition, the Debtors' book and records were exclusively managed by non-debtor affiliates owned and controlled by the Former Principals of Crown Capital, including Rhodium Asset Management LLC, whose Chief Financial Officer temporarily assisted Lynd Living during the early phases of the transition. Lynd Living has continued to manage the Debtors' books and records through the Petition Date. The current books and records in the Debtors' possession represent the extent of the information that it has for the Crown Capital Portfolio. Other third parties besides those listed may possess a subset of the Debtors' books and records but are not included in the Debtors' responses to Statement Question 26c.

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[&]quot;Debtor Borrowers" and "NOLA DIP Facility" shall have the meaning ascribed to such terms in the *Interim Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* [Docket No. 110].

Fill in this information to identify the case:
Debtor Name: In re : RH Windrun LLC
United States Bankruptcy Court for the: District Of New Jersey
Case number (if known): 25-15345 (MBK)

☐ Check if this is an amended filing

Official Form 207

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy 04/25

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

Part 1:	Income							
1. Gross	revenue from busines e	ss						
	entify the beginning and ay be a calendar year	ending (dates of the debtor's fi	iscal y	ear, which	Sources of revenue Check all that apply	(bef	ss revenue ore deductions and lusions)
	n the beginning of the al year to filing date:	From	1/1/2025 MM / DD / YYYY	to	Filing date	Operating a business Other Rental Income	\$ -	1,763,177.00
For	prior year:	From	1/1/2024 MM / DD / YYYY	to	12/31/2024 MM / DD / YYYY	Operating a business Other Rental Income	\$.	4,086,388.24
For	the year before that:	From	1/1/2023 MM / DD / YYYY	to	12/31/2023 MM / DD / YYYY	 Operating a business Other Rental Income	\$	3,726,494.49

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2. Non-business revenue

Include revenue regardless of whether that revenue is taxable. Non-business income may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

□ None

					Description of sources of revenue	source	enue from each
From the beginning of the fiscal year to filing date:	From	1/1/2025 MM / DD / YYYY	to	Filing date	Other Income	\$	44,326.59
For prior year:	From	1/1/2024 MM / DD / YYYY	to	12/31/2024 MM / DD / YYYY	Other Income	\$	138,114.75
For the year before that:	From	1/1/2023 MM / DD / YYYY	to	12/31/2023 MM / DD / YYYY	Other Income	_ \$	503,013.10

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4.

Part 2:	List Certain	Transfers	Made Before	Filing for	Bankruptcy
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3. Certain payments or transfers	o creditors within 90 da	lys before filing this case
----------------------------------	--------------------------	-----------------------------

List payments or transfers-including expense reimbursements-to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$8,575. (This amount may be adjusted on 4/01/28 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

□ N	one				
	Creditor's name and address	Dates	Total amount or value		ns for payment or transfer all that apply
3.1	See SOFA 3 Attachment		\$		Secured debt
	Creditor's Name				Unsecured loan repayments
		_			Suppliers or vendors
	Street				Services
					Other
	City State ZIP Code	_			
	Country				
	Payments or other transfers of property m	ade within 1 yea	r before filing this case that	benefited	any insider
	List payments or transfers, including expense guaranteed or cosigned by an insider unless				
	\$8,575. (This amount may be adjusted on 4/0 adjustment.) Do not include any payments list and their relatives; general partners of a partners	ted in line 3. Insid	ers include officers, directors,	and anyone	e in control of a corporate debtor
	and their relatives, general partners of a partial any managing agent of the debtor. 11 U.S.C.		a trieli relatives, allillates of trie	e debior an	u insiders of such animales, and
	□ None				
	Insider's Name and Address	Dates	Total amount or value	Reason for	payment or transfer
	See SOFA 4 Attachment		\$		
	Insider's Name				
_	Street				
	Oliber				
-					
_	City State ZIP Code				
	Only State In Season				
=	Country				
	Relationship to Debtor				
-					

Name

5. Repossessions, foreclosures, and returns

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

✓ None

editor's Name and Address			and Address Description of the Property Da		
.1 Creditor's Name			_		\$
Street			_		
			_		
City	State	ZIP Code	_		
Country			_		

6. Setoffs

List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

✓ None

	Creditor's Nan	ne and Add	ress	Description of the action creditor took	Date action was taken	Amount
6.1	Creditor's Name					\$
	Street					
				Last 4 digits of account number: XXXX-		
	City	State	ZIP Code			
	Country					

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Part 3:	Legal Actions or	Assignments
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7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

 \square None

	Case title	Nature of case	Court or agency's	name and a	ddress	Sta	tus of case
7.1	Akeem et al v. Dasmen Residential, LLC	N/A	E.D. La Name				Pending On appeal
			500 Poydras Street			_	Concluded
	Case number						
	13650		New Orleans	LA	70130	_	
		-	City	State	ZIP Code	_	
			Country			_	

8. Assignments and receivership

List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

✓ None

Custo	Custodian's name and address		ame and address Description of the Property		Value			
					\$ \$			
Custodia	an's name				Court name and	address		
				Case title				
Street					Name			
								·
				Case number	Street			
City		State	ZIP Code					
Country		-	· · · · · · · · · · · · · · · · · · ·	— Date of order or eccimpment	City		State	ZIP Code
Country				Date of order or assignment	Oity		Otato	Zii Code
					 Country			

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Name

Part 4:

Certain Gifts and Charitable Contributions

List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000

	Recipient's name and address		Description of the gifts or contributions	Dates given	Value	
1						\$
-	Creditor's Name					
-	Street			_		
-	City	State	ZIP Code	_		
	Country			_		
	Recipient's relationship to debtor					

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Part 5: Certain Losses

10. All losses from fire, theft, or other casualty within 1 year before filing this case.

✓ None

Description of the property lost and how the loss occurred	Amount of payments received for the loss If you have received payments to cover the loss, for example, from insurance, government compensation, or tort liability, list the total received. List unpaid claims on Official Form 106A/B (Schedule A/B: Assets – Real and Personal Property).	Date of loss	Value of property lost
0.1			\$

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Name

Part 6: Certain Payments or Transfers

11. Payments related to bankruptcy

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

✓ None

	Who was paid or who received the transfer?	If not money, describe any property transferred	Dates	Total amount or value
1.1				\$
	Address			
	Street			
	City State ZIP Code			
	Country	-		
	Email or website address			
	Who made the payment, if not debtor?			

12. Self-settled trusts of which the debtor is a beneficiary

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device.

Do not include transfers already listed on this statement.

 $\ensuremath{\,\overline{\!\!\mathcal M\!}}$ None

	Name of trust or device	Describe any property transferred	Dates transfers were made	Total amount or value
12.1				\$
	Trustee			
		-		

Name

Debtor:

13. Transfers not already listed on this statement

List any transfers of money or other property - by sale, trade, or any other means - made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

✓ None

,	Who received tra	ınsfer?		Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value
.1 _						\$
4	Address					
-	Street					
	City	State	ZIP Code			
-	Country					
ı	Relationship to D	Debtor				

Desc RH Windrun LLC

Debtor:

Name

Part 7: P	revious	Locations

14.	Dravious	addresses
14.	Previous	addresses

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

□ Does not apply

Country

4	Address			Dates of occupancy	
1.1 4	6 Main Street - Suit	e 339		From Various	To Various
S	treet				
	Monsey	New York	10952	_	
	ity	State	ZIP Code	_	

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Name

Debtor:

Part 8: **Health Care Bankruptcies**

15	Haalth	Caro	bankru	ntciae
ıo.	пеанн	Care	pankiu	มเผเษอ

Is the debtor primarily engaged in offering services and facilities for:

- diagnosing or treating injury, deformity, or disease, or
 providing any surgical, psychiatric, drug treatment, or obstetric care?
- ☑ No. Go to Part 9.
- $\hfill\Box$ Yes. Fill in the information below.

	Facility Name and Address	Nature of the business operation, including type of services the debtor provides	If debtor provides meals and housing, number of patients in debtor's care
15.1			
	Facility Name		
		Location where patient records are maintained (if different from facility address). If electronic, identify any service provider.	How are records kept?
	Street		Check all that apply:
			☐ Electronically
			□ Paper
	City State ZIP Code	•	
	Country	•	

Name

Part 9: Personally Identifiable Information								
16. Does the debtor collect and retain personally identifiable information of customers?								
□ No.								
\ensuremath{ee} Yes. State the nature of the information collected and retained.	Tenant names							
Does the debtor have a privacy policy about that information	n?							
☑ No								
□ Yes								
 17. Within 6 years before filing this case, have any employees of the pension or profit-sharing plan made available by the debtor as a ✓ No. Go to Part 10. 								
☐ Yes. Does the debtor serve as plan administrator?								
□ No. Go to Part 10.								
☐ Yes. Fill in below:								
Name of plan	Employer identification number of the plan							
17.1	EIN:							
Has the plan been terminated?								
□ No								
□ Yes								

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Name

Debtor:

Part 10: Certain Financial Accounts, Safe Deposit Boxes, and Storage Units

18. Closed financial accounts

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?

Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

☐ None

Financial institu	ution name and add	dress	Last 4 digits of account number		Туре о	f account	Date account was closed, sold, moved, or transferred	Last balance be transfer	fore closing or	
.1 Valley National	Bank		XXXX-7373		Checki	ng	1/24/2025	\$	0.00	
Name					Saving	s				
1720 Route 23	1720 Route 23				☐ Money market					
Street				□ E	Broker	age				
				\checkmark	Other	Property lev	el - checking account			
Wayne	New Jersey	7470								
City	State	ZIP Code								

19. Safe deposit boxes

List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

✓ None

	Depository institut	ion name and addr	ess	Names of anyone with access to it	Description of the contents	Does debtor still have it?
19.1						□ No
	Name					
						☐ Yes
	Street					
				Address		
	City	State	ZIP Code			
	Country					

Name

20. Off-premises storage

List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

✓ None

	Facility name and	address		Names of anyone with access to it	Description of the contents	Does debtor still have it?
20.1						□ No
	Name					
	Street					☐ Yes
	Street					
				Address		
	City	State	ZIP Code			
	Country					

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Part 11: Property the Debtor Holds or Controls That the Debtor Does Not Own

21. Property held for another

List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

✓ None

	Owner's nam	e and addre	ess	Location of the property	Description of the property	Value
1.1	Name			_		\$
	Name					
	Street			-		
				-		
	City	State	ZIP Code	-		
	Country			-		

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Part 12: Details About Environmental Information

For the purpose of Part 12, the following definitions apply:

- Environmental law means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).
- Site means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.
- Hazardous material means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

Report all notices, releases, and proceedings known, regardless of when they occurred.

22.	Has the debtor been	a party in any jud	cial or administrativ	e proceeding under	any environmental	law? Include settlements and orde	ers
-----	---------------------	--------------------	-----------------------	--------------------	-------------------	-----------------------------------	-----

☑ No							
□ Yes	s. Provide details below.						
	Case title	Court or agend	y name and ac	Idress	Nature of the case	Sta	atus of case
22.1							Pending
		Name					On appeal
							Concluded
		Street			-		
					_		
	Case Number						
		City	State	ZIP Code			
					_		
		Country					
				debter mereke Be	ahla ay watantially liable yaday a	•	

23.	Has any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of
	an environmental law?

☐ Yes. Provide details below.

	Site name and	l address		Government address	tal unit name	and	Environmental law, if known	Date of notice
23.1								
	Name			Name				
	Street			Street				
	City	State	ZIP Code	City	State	ZIP Code		
	Country			Country				

Name

24.	Has the debtor notified any	governmental unit of any	y release of hazardous material?

✓ No

 \square Yes. Provide details below.

	Site name a	nd address		Governme	ntal unit name	e and address	Environmental law, if known	Date of notice
.1	Name			Name				
	Name			Name				
	Street			Street				
				-				
	City	State	ZIP Code	City	State	ZIP Code		
	Country			Country				

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Name

26.

Part 13: Details About the Debtor's Business or Connections to Any Business

25	Othai	r hueinaeeae	in which t	ha dahtar has	or has had	an interest

List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. Include this information even if already listed in the Schedules.

☑ No	one	roven ii aiioaay iiotoa	in the Concadico.			
	Business name and a	address	Describe the nature o	f the business	Employer Idea Do not include	ntification number Social Security number or ITIN.
25.1					EIN:	
	Name				Dates busines	ss existed
					From	То
-	Street					
-	City St	ate ZIP Code				
	City St	ale ZIF Code				
	Country					
Books	s, records, and financ	cial statements				
26a I	ist all accountants and	l hookkeeners who ma	intained the debtor's bo	ooks and record	le within 2 years l	hefore filing this case
20a. L	ist all accountants and	a bookkeepers who me	iii itaii ieu ti ie debtoi 3 bt	oks and record	is within 2 years i	before filling this case.
□ No	one					
	Name and Address			Dates of serv	/ice	
26a.1	Laura Rosenberg - Ind	lependent Contractor		From 9/27/2	2024	To 3/31/2025
	Name	·		· ———		
	Lynd Management Gro	oup Affiliated Entity - LA	GSP LLC			
	Street	<u> </u>				
	4499 Pond Hill Road					
	San Antonio	Texas	78231			
	City	State	ZIP Code			
	Country					
26a.2	Valeria Barradas - Dire	ector of Property Accour	nting	From 2017		To Present
	Name					
	Lynd Management Gro	oup				
	Street					
	4499 Pond Hill Road					
	San Antonio	Texas	78231			
	City	State	ZIP Code			

Country

	List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared	a financial
26b.	statement within 2 years before filing this case.	

tatem	ent within 2 years b	efore filing this c	ase.				•	•
□ No	ne							
	Name and Addres	is.		Dates	of service			
26b.1	Laura Rosenberg Name			From	9/27/2024		_ To	3/31/2025
	ivaine							
	Lynd Management	Group Affiliated E	intity - LAGSP LLC					
	Street							
	4499 Pond Hill Roa	ad						
	San Antonio	TX	78231					
	City	State	ZIP Code					
	Country							
26b.2	Valeria Barradas			From	2017		То	Present
	Name						_	
	Lund Managament	Croup						
	Lynd Management Street	. Стоир						
		1						
	4499 Pond Hill Roa		70004					
	San Antonio	TX	78231					
	City	State	ZIP Code					
	Name and address					If any books of unavailable, e		count and records are
						unavanabie, e	Apiai	ii wiiy
_	_ynd Management G	iroup						
N	Name							
_	1499 Pond Hill Road							
S	Street							
-	San Antonio		TX	78231				
C	City		State	ZIP Code				
-	Country							
	Name and address					If any books of unavailable, e	of acc	count and records are n why
26c.2 F	Rhodium Capital Adv	visers LLC				Entity owned battached Globa	y Mo al Not	she "Mark" Silber. Please es for additional informati
_	Name		·					
(One World Trade Ce	nter, Suite 8500						
_	Street							
-								
	New York		NY	10006				

ZIP Code

City

Country

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Name

26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

□ None Name and address 26d.1 CKD Funding LLC Name 4770 White Plains Road Street Bronx NY 10470 City State ZIP Code Country Name and address 26d.2 Cleveland International Fund 1240 Huron Road E, Suite 420 Street Cleveland ОН 44115 City State ZIP Code Country Name and address 26d.3 Rhodium Capital Advisers LLC Name One World Trade Center, Suite 8500 Street New York NY 10006

State

ZIP Code

City

Country

Na	ame		ement of Financial Affai	<u></u> . a.g.	.C.36€n @f b44r1 <u>i</u> f kno	-	
	entories						
Have	e any inventories of th	ne debtor's prop	perty been taken within 2 years bef	ore filing this o	ase?		
☑ N							
		ahout the two m	nost recent inventories.				
	Tos. Give the details a	about the two h	iost recent inventories.	D-tf	The deller		
	Name of the person	n who supervis	sed the taking of the inventory	Date of Inventory		amount and b s) of each inve	easis (cost, market, c entory
					\$		
	Name and address	s of the person	who has possession of inventory				
	records						
27	/.1 Name			_			
	Street						
				<u> </u>			
	City	_					
	City	State	ZIP Code	_			
	· 	State	ZIP Code	_			
	Country	State	ZIP Code	_			
	Country the debtor's officers	s, directors, m	nanaging members, general partr	ers, member	s in control, co	ntrolling sha	reholders, or othe
	Country t the debtor's officers ple in control of the	s, directors, m	nanaging members, general partr time of the filing of this case.	ers, member		_	
	Country the debtor's officers	s, directors, m	nanaging members, general partr	ers, member	s in control, co Position and Na interest	_	
peo	Country t the debtor's officers ple in control of the	s, directors, m	nanaging members, general partr time of the filing of this case.		Position and Na	ature of any	we need the second seco
peo	Country It the debtor's officers ple in control of the	s, directors, m	nanaging members, general partrime of the filing of this case. Address 1221 Avenue of the Americas, Ne	w York, NY	Position and Na interest	ature of any	% of interest, if a
28 .	Country It the debtor's officers ple in control of the	s, directors, m debtor at the	nanaging members, general partrime of the filing of this case. Address 1221 Avenue of the Americas, Ne	w York, NY	Position and Na interest	ature of any	% of interest, if a
28 .	Country It the debtor's officers uple in control of the Name B.1 Elizabeth LaPuma	s, directors, m debtor at the	nanaging members, general partrime of the filing of this case. Address 1221 Avenue of the Americas, Ne 10020 100 Franklin Square Drive, Suite 4	w York, NY	Position and Na interest Independent Fid	ature of any	% of interest, if a
28. 28. With	Country the debtor's officers ople in control of the Name 3.1 Elizabeth LaPuma 3.2 RH New Orleans Ho chin 1 year before the	s, directors, m debtor at the oldings LLC	Address 1221 Avenue of the Americas, Ne 10020 100 Franklin Square Drive, Suite 4 Somerset, NJ 08873 case, did the debtor have officer	w York, NY 01, s, directors, r	Position and Nainterest Independent Fid HoldCo managing memi	uciary bers, genera	% of interest, if a 0% 100%
28. 28. Within co	Country It the debtor's officers sple in control of the officers Name 8.1 Elizabeth LaPuma 8.2 RH New Orleans Ho thin 1 year before the control of the debtor,	s, directors, m debtor at the oldings LLC	Address 1221 Avenue of the Americas, Ne 10020 100 Franklin Square Drive, Suite 4 Somerset, NJ 08873	w York, NY 01, s, directors, r	Position and Nainterest Independent Fid HoldCo managing memi	uciary bers, genera	% of interest, if a 0% 100%
28. Within co	Country It the debtor's officers ople in control of the Name Name 3.1 Elizabeth LaPuma 3.2 RH New Orleans Hothin 1 year before the control of the debtor,	s, directors, m debtor at the oldings LLC	Address 1221 Avenue of the Americas, Ne 10020 100 Franklin Square Drive, Suite 4 Somerset, NJ 08873 case, did the debtor have officer	w York, NY 01, s, directors, r	Position and Nainterest Independent Fid HoldCo managing memi	uciary bers, genera	% of interest, if a 0% 100%
28. Within co	Country It the debtor's officers sple in control of the officers Name 8.1 Elizabeth LaPuma 8.2 RH New Orleans Ho thin 1 year before the control of the debtor,	s, directors, m debtor at the oldings LLC	Address 1221 Avenue of the Americas, Ne 10020 100 Franklin Square Drive, Suite 4 Somerset, NJ 08873 case, did the debtor have officer	w York, NY 01, s, directors, r	Position and Nainterest Independent Fid HoldCo managing memi	uciary bers, genera	% of interest, if a 0% 100% I partners, member
28. With in co	Country It the debtor's officers ople in control of the Name Name 3.1 Elizabeth LaPuma 3.2 RH New Orleans Hothin 1 year before the control of the debtor,	s, directors, m debtor at the oldings LLC e filing of this , or sharehold	Address 1221 Avenue of the Americas, Ne 10020 100 Franklin Square Drive, Suite 4 Somerset, NJ 08873 case, did the debtor have officer	w York, NY 01, s, directors, rolonger hol	Position and Nainterest Independent Fid HoldCo managing memild these position	uciary bers, generans?	% of interest, if an own of the o
28. With in co	Country It the debtor's officers ople in control of the ople in control of the ople of the debtor, no Yes. Identify below.	s, directors, m debtor at the solidings LLC e filing of this solidings constant of the solidings defined at the solid so	anaging members, general partrime of the filing of this case. Address 1221 Avenue of the Americas, Ne 10020 100 Franklin Square Drive, Suite 4 Somerset, NJ 08873 case, did the debtor have officerers in control of the debtor who	w York, NY 001, s, directors, r no longer hol	Position and Nainterest Independent Fid HoldCo managing memild these position	uciary bers, genera	% of interest, if a 0% 100% I partners, members, membe

Shareholder of CBRM Realty, Inc.

From

Address on file

To Through 9/26/2024

29.2 Moshe Silber

Debtor:	RH W	Vindrun LLC	Statem	ent of Fin	ancial Affairs	Pagec367nonfb4r1if known): 25-15345
	Name						
30.	Payme	ents, distributions, or	withdrawals of	credited or giv	ven to insiders		
		1 year before filing this es, loans,credits on loar				ue in any form, including salar	ry, other compensation, draws,
	□ No						
	☑ Ye	s. Identify below.					
		Name and address of	recipient		Amount of money or description and value of property		Reason for providing the value
	30.1	See SOFA Question 4					
		Name					
		Street					
				710.0			
		City	State	ZIP Code			
		Country					
		Relationship to debtor	r				
31.			this case, ha	s the debtor b	peen a member of	any consolidated group for	tax purposes?
	□ No						
	☑ Yes	s. Identify below.					
		Name of the parent cor	poration		Emplo	yer Identification number of t	he parent corporation
	31.1	CBRM Realty Inc.			EIN: 2	26-3782420	
32.	Withi	n 6 years before filing	this case, ha	as the debtor	as an employer be	een responsible for contribu	iting to a pension fund?
	☑ No					·	
	□ Ye	es. Identify below.					
		Name of the pension	fund		Employe	r Identification number of the	pension fund
	32.1	1			EIN:		

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WARNING – Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both.

18 U.S.C.§§ 152, 1341, 1519, and 3571.

I have examined the information in this Statement of Financial Affairs and any attachments and have a reasonable belief that the information is true and correct.

Executed on 06/23/2025 MM / DD / YYYYY

**

* / s / Elizabeth LaPuma Printed name Elizabeth LaPuma

Signature of individual signing on behalf of the debtor

Position or relationship to debtor Independent Fiduciary

Are additional pages to Statement of Financial Affairs for Non-Individuals Filling for Bankruptcy (Official Form 207) attached?

□ No

✓ Yes

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Case No. 25-15345

Attachment 3

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	City	State	Zip	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Entergy	PO Box 8101	Baton Rouge	LA	70891-8101	3/6/2025	\$2.50	Vendor
Entergy	PO Box 8101	Baton Rouge	LA	70891-8101	3/6/2025	\$366.00	Vendor
Entergy	PO Box 8101	Baton Rouge	LA	70891-8101	3/7/2025	\$49.01	Vendor
Entergy	PO Box 8101	Baton Rouge	LA	70891-8101	3/7/2025	\$2,023.98	Vendor
Entergy	PO Box 8101	Baton Rouge	LA	70891-8101	3/13/2025	\$5,521.77	Vendor
Entergy	PO Box 8101	Baton Rouge	LA	70891-8101	4/7/2025	\$2,233.45	Vendor
Entergy	PO Box 8101	Baton Rouge	LA	70891-8101	5/6/2025	\$2,411.07	Vendor
RealPage, Inc.	P.O. Box 842899	Dallas	TX	75284-2899	3/10/2025	\$3,719.55	Vendor
RealPage, Inc.	P.O. Box 842899	Dallas	TX	75284-2899	4/9/2025	\$3,719.55	Vendor
RealPage, Inc.	P.O. Box 842899	Dallas	TX	75284-2899	5/8/2025	\$3,719,55	Vendor

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In re: RH Windrun LLC Case No. 25-15345 Attachment 4

Payments or other transfers of property made within 1 year before filing this case that benefited any insider

							Total amount	Reasons for payment	
Insider's name	Address 1	Address 2	City	State	Zip	Date	or value	or transfer	Relationship to debtor
LAGSP LLC	4499 Pond Hill Road		San Antonio	TX	78231	3/27/2025	\$4,000.00	Property Manager	Managing Agent
LAGSP LLC	4499 Pond Hill Road		San Antonio	TX	78231	4/11/2025	\$4,000.00	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	5/24/2024	\$11,507.06	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	5/28/2024	\$827.50	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	6/6/2024	\$2,801.82	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	6/10/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	6/24/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	6/30/2024	\$764.95	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	7/9/2024	\$2,467.84	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	7/9/2024	\$10,976.83	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	7/20/2024	\$11,576.28	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	7/29/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	8/11/2024	\$2,850.61	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	8/11/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	8/20/2024	\$10,211.54	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	8/28/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	8/29/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	9/4/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	9/13/2024	\$11,083.50	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	9/24/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	9/26/2024	\$9,596.42	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	10/9/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	10/9/2024	\$9,635.88	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	10/28/2024	\$9,939.89	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	10/30/2024	\$691.13	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	11/6/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	11/12/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	11/21/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	11/21/2024	\$8,295.72	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	11/25/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	11/30/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	11/30/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	12/3/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	12/6/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	12/6/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	12/19/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	12/19/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	12/23/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	12/23/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	12/23/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	12/23/2024		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	12/26/2024	\$690.37	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	1/2/2025	\$9,980.93	Property Manager	Managing Agent

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n re: RH Windrun LLC Case No. 25-15345 Attachment 4

Payments or other transfers of property made within 1 year before filing this case that benefited any insider

							Total amount	Reasons for payment	
Insider's name	Address 1	Address 2	City	State	Zip	Date	or value	or transfer	Relationship to debtor
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	1/3/2025	\$2,364.04	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	1/9/2025	\$2,364.04	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	1/9/2025	\$9,980.93	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	1/15/2025	\$691.24	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	1/16/2025	\$691.24	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	1/16/2025	\$10,340.67	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	1/16/2025	\$10,340.67	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	1/31/2025	\$9,160.08	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	1/31/2025	\$9,160.08	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	2/4/2025	\$2,287.40	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	2/5/2025	\$2,287.40	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	2/13/2025	\$10,238.86	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	2/13/2025	\$10,238.86	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	2/19/2025	\$1,742.86	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	2/28/2025	\$9,879.64	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	3/2/2025	\$9,879.64	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	3/6/2025	\$2,227.35	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	3/16/2025	\$9,834.00	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	3/26/2025	\$755.76	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	3/26/2025	\$8,354.17	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	4/3/2025	\$2,353.63	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	4/14/2025	\$8,393.44	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	4/23/2025	\$7,532.56	Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	5/7/2025		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	5/9/2025		Property Manager	Managing Agent
Lynd Management Group LLC	4499 Pond Hill Road		San Antonio	TX	78231	5/19/2025	\$1,717.23	Property Manager	Managing Agent
Rhodium Management	46 Main Street	Suite 339	Monsey	NY	10952	6/18/2024	\$20,000.00	Property Manager	Non-Debtor Affiliate
Rhodium Management	46 Main Street	Suite 339	Monsey	NY	10952	8/7/2024	\$8,000.00	Property Manager	Non-Debtor Affiliate
Rhodium Management	46 Main Street	Suite 339	Monsey	NY	10952	8/22/2024		Property Manager	Non-Debtor Affiliate
Rhodium Management	46 Main Street	Suite 339	Monsey	NY	10952	9/26/2024	\$2,000.00	Property Manager	Non-Debtor Affiliate
Rhodium Management	46 Main Street	Suite 339	Monsey	NY	10952	9/26/2024	\$4,000.00	Property Manager	Non-Debtor Affiliate
Rhodium Management	46 Main Street	Suite 339	Monsey	NY	10952	10/15/2024	\$2,203.47	Property Manager	Non-Debtor Affiliate
Rhodium Management	46 Main Street	Suite 339	Monsey	NY	10952	11/5/2024	\$5,922.90	Property Manager	Non-Debtor Affiliate