

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)

¹ 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 (9071), 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), RH New Orleans Holdings MM LLC (1951), and Laguna Reserve Apts Investor LLC (N/A). 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.



NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on August 1, 2025, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered an order [Docket No. 349] (the “Disclosure Statement Order”): (i) authorizing CBRM Realty Inc. and its affiliated debtors and debtors in possession (collectively, the “Debtors”) to solicit acceptances for the *Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of its Debtor Affiliates* [Docket No. 338] (as modified, amended, or supplemented from time to time, the “Plan”); (ii) conditionally approving the *Disclosure Statement for the Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of its Debtor Affiliates* [Docket No. 360] (as modified, amended, or supplemented from time to time, the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (iii) approving the solicitation materials and documents to be included in the solicitation package; (iv) approving procedures for soliciting, noticing, receiving, and tabulating votes on the Plan; (v) establishing certain deadlines to opt to grant the releases set forth in the Plan; and (vi) approving procedures for filing objections to the Plan.²

PLEASE TAKE FURTHER NOTICE THAT as contemplated by the Plan and the Disclosure Statement Order, the Debtors hereby file the following documents that are part of the supplement to the Plan (the “Plan Supplement”):

<u>Exhibit</u>	<u>Document</u>
A	Kelly Hamilton Purchase Agreement
B	Rejected Executory Contract and Unexpired Lease List
C	Creditor Recovery Trust Agreement
D	Schedule of Retained Causes of Action
E	Identity of Creditor Recovery Trustee
F	Identity of Members of Trust Advisory Committee
G	Schedule of Excluded Parties
H	Schedule of Transferred Subsidiaries
I	Schedule of Abandoned Entities

PLEASE TAKE FURTHER NOTICE THAT certain documents or portions thereof contained in the Plan Supplement may remain subject to ongoing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights, subject to the terms and conditions set forth in the Plan, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before Confirmation of the Plan, or any such other date as may be provided for in the Plan or an order of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan and final approval of the Disclosure Statement (the “Combined Hearing”) will commence on **September 4, 2025, at 11:30 a.m., (prevailing Eastern Time)**, or such other time that the Court determines, before the Honorable Michael B. Kaplan, United States Bankruptcy Judge, in Courtroom #8 of the United States Bankruptcy Court for the District of New Jersey, Clarkson S. Fisher U.S. Courthouse, 402 East State Street, Trenton, New Jersey 08608.

PLEASE TAKE FURTHER NOTICE THAT the deadline by which objections to confirmation of the Plan and final approval of the Disclosure Statement must be filed with the court is **August 26, 2025, at 4:00 p.m. (prevailing Eastern Time)** (the “Combined Objection Deadline”). Any objection to the relief sought at the Combined Hearing *must*: (i) be in writing; (ii) conform to the Bankruptcy Rules, the Local Rules, and orders of the Court; (iii)

² Capitalized terms used in this Plan Supplement but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

state with particularity the basis of the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (iv) be filed with the Clerk of the United States Bankruptcy Court for the District of New Jersey, Clarkson S. Fisher U.S. Courthouse, 402 East State Street, Trenton, New Jersey 08608 (contemporaneously with a proof of service) and served in accordance with the terms of the Disclosure Statement Order upon the following parties so as to be **actually received** on or before the **Combined Objection Deadline**: (a) counsel to the Debtors, (i) White & Case LLP, 111 South Wacker Drive, Chicago, Illinois 60606 (Attn: Gregory F. Pesce (gregory.pesce@whitecase.com)) and (ii) White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020 (Attn: Samuel Hershey (sam.hershey@whitecase.com) and Barrett Lingle (barrett.lingle@whitecase.com)), (b) counsel to the Kelly Hamilton DIP Lender (Attn: Joseph Lubertazzi (jlubertazzi@mccarter.com) and Leigh A. Hoffman (lhoffman@lippes.com)), (c) counsel to the Ad Hoc Group of Holders of Crown Capital Notes (Attn: James Millar (james.millar@faegredrinker.com) and Michael Pompeo (michael.pompeo@faegredrinker.com)), and (d) the U.S. Trustee, One Newark Center, Suite 2100, Newark, New Jersey 07102 (Attn: Lauren Bielskie (lauren.bielskie@usjod.gov) and Jeffrey Sponder (Attn: jeffrey.m.sponder@usdoj.gov)).

PLEASE TAKE FURTHER NOTICE THAT if you would like to **obtain a copy of the Disclosure Statement, the Plan, or related documents** please contact the Debtors' Claims and Noticing Agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, by submitting an inquiry to <https://www.veritaglobal.net/cbrm/inquiry> (with "CBRM" in the subject line). You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtors' restructuring website at <https://www.veritaglobal.net/cbrm> or the Court's website at <https://www.njb.uscourts.gov> in accordance with the procedures and fees set forth therein.

ARTICLE VIII OF THE PLAN CONTAINS SETTLEMENT, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE VIII.D OF THE PLAN CONTAINS A THIRD-PARTY RELEASE. YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. CONTACT THE CLAIMS AGENT IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION.

Exhibit A

Kelly Hamilton Purchase Agreement

PURCHASE AND SALE AGREEMENT

by and between

KELLY HAMILTON APTS LLC,
a Delaware limited liability company

and

3650 SS1 PITTSBURGH LLC,
a Delaware limited liability company

Property Name: Kelly Hamilton Apartments
Location: Pittsburgh, Pennsylvania

Execution Date: July 11, 2025

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is executed as of July 11, 2025 (the “**Execution Date**”) by and between KELLY HAMILTON APTS LLC, a Delaware limited liability company (“**Debtor**”), and 3650 SS1 PITTSBURGH LLC, a Delaware limited liability company (“**Bidder**”) or a nominee designated in accordance with this Agreement. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Final DIP Order (as hereinafter defined) or Article 1 hereof, as applicable.

WITNESSETH:

WHEREAS, Debtor is the owner of the Property;

WHEREAS, Debtor is one of the debtors in the Bankruptcy Proceedings;

WHEREAS, Bidder is the DIP Lender under the DIP Facility;

WHEREAS, the Debtor has determined that it is in its best interest of Debtor to sell the Property to Bidder pursuant to a Kelly Hamilton Restructuring Transaction to be entered into in accordance with the terms and conditions of the Final DIP Order.

WHEREAS, the Debtor desires to sell the Property to Bidder, and Bidder desires to purchase the Property from Debtor, pursuant to a Kelly Hamilton Restructuring Transaction to be consummated in accordance with the terms and conditions of this Agreement, subject to a comprehensive auction process, including consideration of only Qualifying Bids, and Debtor’s agreement to provide the Breakup Fee in the event that the Debtor shall elect to enter into an Alternative Kelly Hamilton Restructuring Transaction in accordance with the terms and conditions of this Agreement and the entry of the Bidding Procedures Order authorizing the payment of the same.

NOW THEREFORE, in consideration of the foregoing premises, the payment of the Independent Consideration, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Bidder (collectively, the “**Parties**” and each, individually, a “**Party**”) hereby agree as follows:

ARTICLE 1 - CERTAIN DEFINITIONS

In addition to terms defined elsewhere in this Agreement, as used herein, the following terms shall have the following meanings:

“**Affiliate**” shall mean any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person.

“**Agreement**” shall have the meaning assigned to such term in the Preamble.

“Alternative Agreement” shall mean any agreement to purchase the Property pursuant to a Kelly Hamilton Restructuring Transaction in accordance with the terms and conditions of the Final DIP Order which shall provide for the Minimum Alternative Purchase Price and is otherwise on terms and conditions no less favorable to the Debtor than the terms and conditions of this Agreement and which the Debtor shall determine is in the best interest of the Debtor to enter in replacement of this Agreement.

“Alternative Agreement Notice” shall mean a written notice from Debtor to Bidder indicating Debtor’s desire to enter into an Alternative Agreement which notice, as a condition to the effectiveness thereof, shall be accompanied by a true, correct and complete copy of the proposed Alternative Agreement.

“Alternative Kelly Hamilton Restructuring Transaction” shall mean any Kelly Hamilton Restructuring Transaction proposed to be consummated in accordance with the terms and conditions of an Alternative Agreement, in which case this Agreement shall be null and void as of the closing of such transaction and the Parties shall be released from any further liability or obligation hereunder other than the payment of the Breakup Fee, without further action of the Parties hereto and without either Party being deemed to be in default under this Agreement.

“Assignment and Assumption of Contracts” shall have the meaning assigned to such term in **Section 5.2(a)(iii)** hereof.

“Assignment and Assumption of HAP Contract” shall mean an Assignment, Assumption and Amendment of Section 8 Housing Assistance Payments Contract in the form of **Exhibit B** attached hereto and by this reference made a part hereof or such other form as may be required by HUD.

“Assumed Contract Claims” shall mean any claims or Causes of Action of the Debtors or their estates against any third party arising under or relating solely to any Assumed Contract.

“Assumed Contracts” shall mean all executory contracts and unexpired leases assumed by the Debtor and assigned to the Bidder in the Bankruptcy Proceedings in accordance with the procedures set forth in the Bidding Procedures Order, including the Scheduled Contracts and any executory contracts and leases hereafter entered into by Debtor in the ordinary course of business in connection with the leasing and operation of the Real Property.

“Assumed Liabilities” shall mean (i) all Liabilities under the Assumed Contracts arising on or after the Closing, (ii) all Cure Costs related to the Assumed Contracts, (iii) each Senior Claim to the extent such Senior Claim is not paid in full in cash by Bidder or an affiliate thereof as of the Closing Date and (iv) real estate taxes and other normal and customary operating expenses of the Property that are unpaid as of the Closing Date and would typically be prorated in connection with the sale of real property.

“Available Credit Bid Amount” shall mean the sum of the DIP Facility Obligations and the Manager Administrative Expense Claim.

"Bankruptcy Court" shall mean the United States Bankruptcy Court for the District of New Jersey.

"Bankruptcy Proceedings" shall mean the proceedings pursuant to the Bankruptcy Code in the case styled In re CBRM Realty, Inc., et. al., Case No. 25-15343 (MBK), presently pending before the Bankruptcy Court.

"Base Amount" shall mean an amount equal to the sum of (a) the DIP Facility Obligations and (b) the amount of the Manager Administrative Expense Claim.

"Bidder" shall have the meaning assigned to such term in the Preamble.

"Bidding Procedures Order" shall mean an Order of the Bankruptcy Court approving, among other things, the bidding procedures for an auction process for the Property, approving Bidder as the stalking horse bidder and the Breakup Fee, which Order shall be in form and substance reasonably acceptable to Debtor and Bidder. Such **"Bidding Procedures Order"** shall provide for Bidder to be the winning bidder so long as it agrees to pay an amount that it is not less than the highest other Qualifying Bid, if any.

"Breakup Fee" shall mean a payment in the amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00), which amount shall be payable from of the Cash proceeds (if any) of an Alternative Kelly Hamilton Restructuring Transaction solely upon (x) the Bankruptcy Court entering a Bidding Procedures Order authorizing the payment of the Breakup Fee, (y) the Bankruptcy Court entering a Final Order authorizing the Debtor to enter into and consummate such Alternative Kelly Hamilton Restructuring Transaction, and (z) the consummation of such Alternative Kelly Hamilton Restructuring Transaction in accordance with its terms.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which banks in Pittsburgh, Pennsylvania are required or permitted to be closed for business in accordance with the requirements of applicable Laws.

"Casualty/Condemnation Proceeds" shall mean any awards or proceeds payable by any insurer or Governmental Authority in connection with any casualty with respect to the Real Property or any taking of the Real Property by the power of eminent domain.

"Causes of Action" shall have the meaning assigned to such term in the Plan.

"Closing" shall mean the closing of the Transaction.

"Closing Date" shall mean the date on which the Transaction closes.

"Closing Documents" shall mean any and all documents to be executed and delivered by Debtor and Bidder in connection with the Closing in accordance with the terms and conditions of this Agreement.

“Closing Statement” shall have the meaning assigned to such term in **Section 6.2(f)** hereof.

“Common-Interest Communications” means documents, information, or communications that are subject to the attorney-client privilege, attorney-work product doctrine, joint defense, or other privilege or protection from disclosure, and (a) are in the Debtor’s possession, and (b) are shared between or among (i) the Debtor, on the one hand, and (ii) any third-party entity or its representatives that share a common legal interest with the Debtor, on the other hand, including documents that reflect defense strategy, case evaluations, discussions of settlements or resolutions, and communications regarding underlying litigation.

“Creditor Recovery Trust” shall have the meaning assigned to such term in the Plan.

“Creditor Recovery Trust Amount” shall have the meaning assigned to such term in the Plan.

“Cure Costs” shall mean means the amounts, as determined pursuant to the Bidding Procedures Order, necessary to cure all of the Debtor’s monetary defaults, if any, and to pay all actual pecuniary losses that have resulted from such defaults under any executory contracts or unexpired leases and that must be paid pursuant to section 365(b)(1)(A) and section 365(b)(1)(B) of the Bankruptcy Code to effectuate the assumption of such executory contracts or unexpired leases by the Debtors and the assignment thereof to the Bidder.

“Cutoff Date” shall mean the date that is one day prior to the hearing to consider approval of the Sale Order.

“D&O Liability Insurance Policies” shall have the meaning assigned to such term in the Plan.

“Debtor” shall have the meaning assigned to such term in the Preamble.

“Deed” shall have the meaning assigned to such term in **Section 5.2(a)(i)** hereof.

“DIP Facility” shall mean the debtor in possession financing facility provided to the Debtors under the DIP Facility Documents.

“DIP Facility Documents” shall mean the Senior Secured Super Priority Debtor-In-Possession Credit Agreement by and among the Kelly Hamilton Loan Parties and the DIP Lender dated as of June 23, 2025 and all other documents and instruments executed and delivered in connection therewith which evidence the DIP Facility.

“DIP Facility Obligations” shall mean, the sum of the following amounts outstanding as of the Closing Date:

- (a) the Outstanding DIP Facility Principal Amount;

(b) all accrued and unpaid interest on the Outstanding DIP Facility Principal Amount and any interest capitalized thereunder;

(c) any attorneys' fees of counsel for the DIP Lender in connection with the Bankruptcy Proceedings, the preparation and negotiation of this Agreement and the consummation of the Transaction; and

(d) any other sums outstanding under the DIP Facility Documents as of the Closing Date.

"DIP Lender Litigation Claims" shall have the meaning assigned to such term in the Final DIP Order.

"Escrow Agent" shall mean the Title Company in its capacity as escrow agent.

"Execution Date" shall have the meaning assigned to such term in the Preamble.

"Excluded Liabilities" shall mean any Liabilities, claims and Causes of Action that are not included within the definition of Assumed Liabilities.

"Fee Escrow Amount" shall have the meaning assigned to such term in the Plan.

"Final DIP Order" shall mean that certain *Final Order (i) Authorizing the Kelly Hamilton Loan Parties to Obtain Senior Secured Priming Superpriority Postpetition Financing, (ii) Granting Liens and Superpriority Administrative Expense Claims, (iii) Modifying the Automatic Stay and (iv) Granting Related Relief* [Docket No. 178] entered by the Bankruptcy Court on June 19, 2025.

"Final Order" shall mean (a) an Order of the Bankruptcy Court or (b) an Order of any other court having jurisdiction over any appeal from (or petition seeking certiorari or other review of) any Order of the Bankruptcy Court, in each case as to which the time to file an appeal, a motion for rehearing or reconsideration or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending; *provided, however*, that the possibility a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure or local rules of the Bankruptcy Court, may be filed relating to such Order shall not prevent such Order from being a Final Order.

"Financial Records" shall mean the financial records of Debtor in connection with the leasing, management, operation and ownership of the Real Property, including, without limitation, all operating statements, rent rolls, budgets, statements of accounts receivable and accounts payable, delinquency reports, and information regarding Tenant Deposits; *provided* such materials shall exclude information protected or purportedly protected by the attorney-client privilege or attorney work product doctrine, including information shared pursuant to any joint defense, common interest, or confidentiality agreement among the Debtors and any Affiliate or Insider, and any Common-Interest Communications, appraisals, and internal Debtor memorandums.

“General Administrative Claims” shall have the meaning assigned to such term in the Plan.

“Governmental Authority” shall mean the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, including, without limitation, the Bankruptcy Court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“HAP Contract” shall mean that certain Housing Assistance Payments Contract dated as of October 1, 1982 between Debtor, U.S. Department of Housing and Urban Development and Pennsylvania Housing Finance Agency, as renewed and amended pursuant to that certain Renewal HAP Contract for Section 8 Mark-Up-To-Market Project entered into as of September 1, 2023.

“HAP Contract Assignment and Assumption” shall mean the assumption and assignment of the HAP Contract to the Bidder or its designated nominee.

“HUD” shall mean the U.S. Department of Housing and Urban Development.

“Independent Consideration” shall have the meaning assigned to such term in Section 2.3 hereof.

“Insider” shall mean an “insider” as defined in section 101(31) of the Bankruptcy Code.

“Insurance Causes of Action” shall have the meaning assigned to such term in the Plan.

“Insurance Policies” shall have the meaning assigned to such term in the Plan.

“Intangible Personal Property” shall mean all of that certain intangible property owned by Debtor relating to the leasing, management, operation and ownership of the Real Property, including, without limitation, all of Debtor’s right, title and interest in, to and under the Property Documents and Materials, any tradenames used in connection with the leasing, management, operation and ownership of the Real Property, including, without limitation, the name “Kelly Hamilton” and any internet websites or domain names used in connection with the operation of the Real Property.

“Kelly Hamilton Go-Forward Trade Claims” shall have the meaning assigned to such term in the Plan.

“Laws” shall mean any law, enactment, statute, code, ordinance, order, rule, regulation, judgment, decree, writ, injunction, authorization, covenant, condition, restriction or agreement, or other direction or requirement of any Governmental Authority.

“Leases” shall mean all unexpired leases, occupancy agreements, and any other agreements for the use, possession, or occupancy of any portions of the Real Property as of the Closing Date.

“Liabilities” shall mean, as to any Person, any claim (as defined by section 101(5) of the Bankruptcy Code), debt, adverse claim, liability, duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine or contribution obligation of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed. For purposes hereof, the term **“Liabilities”** shall specifically exclude any legal fees and expenses of Debtor’s counsel.

“Losses” shall mean any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement of whatever kind or nature (including but not limited to reasonable attorneys’ fees and other costs of defense).

“Major Casualty/Condemnation” shall mean any casualty, condemnation proceedings, or eminent domain proceedings to the extent that (i) the portion of the Property that is the subject of such casualty or such condemnation or eminent domain proceedings has a value in excess of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00), or (ii) such casualty is an uninsured casualty.

“Manager” shall mean, together, LAGSP LLC and Lynd Management Group.

“Manager Administrative Expense Claim” shall mean the Manager Administrative Expense Claim as defined in the *Debtors’ Motion for Entry of an Order Authorizing the Debtors to Assume Certain Amended and Restated Property Management and Asset Management Agreements* [Docket No. 128].

“Mineral Rights” shall mean all of Bidder’s right, title and interest, if any, in and to all oil, gas, coal and other minerals within and underlying the real property to be conveyed pursuant hereto, together with appurtenant mining, drilling and extraction rights and all other rights and privileges appurtenant thereto, if any.

“Minimum Alternative Base Amount” shall mean an amount equal to one hundred five percent (105%) of the sum of (a) the Base Amount and (b) the Breakup Fee.

“Minimum Alternative Purchase Price” shall mean the sum of (a) the Minimum Alternative Base Amount and (b) the Assumed Liabilities; *provided* that the Manager Administrative Expense Payment shall be deemed satisfied by the Minimum Alternative Base Amount.

"New Bidder" shall mean any bidder submitting a bid for the purchase of the Property pursuant to an Alternative Agreement.

"Order" means any order, writ, judgment, injunction, decree, rule, ruling, directive, determination or award made, issued or entered by or with any Governmental Entity, whether preliminary, interlocutory or final, including by the Bankruptcy Court in the Bankruptcy Proceedings (including the Sale Order).

"Original DIP Facility Principal Amount" shall mean NINE MILLION SEVEN HUNDRED FIVE THOUSAND ONE HUNDRED SIXTY-TWO AND NO/100 DOLLARS (\$9,705,162.00).

"Other Priority Claims" shall have the meaning assigned to such term in the Plan.

"Other Secured Claims" shall have the meaning assigned to such term in the Plan.

"Outside Closing Date" shall mean September 30, 2025, subject to extension as provided in Section 6.4.

"Outstanding DIP Facility Principal Amount" shall mean the sum of the Original DIP Facility Principal Amount and any sums added to the Original DIP Facility Principal Amount as principal pursuant to the DIP Facility Documents, whether as capitalized interest, protective advances or otherwise.

"Owner's Title Policy" shall mean an ALTA owner's title insurance policy to be issued by the Title Company to Bidder in the form of the Proforma Title Policy insuring Bidder as the owner of the Real Property in an amount equal to the Purchase Price.

"Parties" shall have the meaning assigned to such term in the Recitals.

"Party" shall have the meaning assigned to such term in the Recitals.

"Permitted Exceptions" shall mean those matters set forth in Schedule B of the Proforma Title Policy.

"Person" shall mean any individual, corporation, partnership, joint venture, association, limited liability company, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Personal Property" shall mean, collectively, the Tangible Personal Property and the Intangible Personal Property to the extent owned by Debtor.

"Plan" shall mean the *Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of Its Debtor Affiliates*, dated as of June 30, 2025, as amended, amended and restated, supplement or other modified from time to time.

"Preamble" shall mean the preamble to this Agreement on Page 1 hereof.

“Priority Tax Claims” shall have the meaning assigned to such term in the Plan.

“Proforma Title Policy” shall mean the Proforma Owner’s Policy attached hereto as **Exhibit C** and by this reference made a part hereof.

“Property” shall mean, collectively, (a) the Real Property, (b) the Personal Property, (c) the Assumed Contracts, (d) the Tenant Deposits, (e) all cash on hand, in bank accounts, or in escrow or reserve accounts established pursuant to the DIP Facility Documents, (f) all books and records of Debtor, subject to the right of Debtor to retain copies of such books and records to the extent necessary for the administration of the Creditor Recovery Trust or the Wind-Down; (g) the Assumed Contract Claims; and (h) the DIP Lender Litigation Claims. Notwithstanding anything to the contrary contained herein, the term **“Property”** shall specifically exclude (i) the Creditor Recovery Trust Amount, or any other amounts held or designated for the benefit of the Creditor Recovery Trust; (ii) all Insurance Policies and any Insurance Causes of Action, including the D&O Liability Insurance Policies, and any rights or claims thereunder; (iii) any claims or Causes of Action of the Debtor or Debtor’s estate against any third party other than the Assumed Contract Claims and the DIP Lender Litigation Claims; and (iv) the Fee Escrow Amount.

“Property Documents and Materials” shall mean all documents and materials relating to the leasing, management, operation and ownership of the Real Property in Debtor’s possession or control, including, without limitation, (a) the Leases and any files relating to the leasing of the Real Property, (b) the Financial Records, (c) service contracts, (d) operating manuals, (e) warranties, (f) property management agreements to the extent remaining in force after Closing, (g) the HAP Contract and any documentation relating to the compliance or non-compliance of the Real Property relating thereto, (h) real estate tax bills and notices, (i) utility tax bills and notices, (j) plans and specifications, (k) licenses, permits and approvals, (l) certificates of use and occupancy and (m) notices from and correspondence with Governmental Authorities; *provided* such documents and materials shall exclude appraisals, internal Debtor memorandums and correspondence and materials covered by an attorney client privilege.

“Purchase Price” shall mean the sum of (a) the Base Amount and (b) the Assumed Liabilities; *provided* that the Manager Administrative Expense Payment shall be deemed satisfied by the Base Amount.

“Qualifying Bid” shall have the meaning assigned to such term in the Bidding Procedures Order, provided that such bid must provide for a payment in an amount equal to the Minimum Alternative Purchase Price.

“Real Property” shall mean the real property legally described in **Exhibit A** attached hereto and by this reference made a part hereof, together with all improvements and fixtures located thereon, and any rights, privileges and appurtenances pertaining thereto, including without limitation all of Seller’s right, title and interest, if any, in and to any Mineral Rights.

“Recitals” shall mean the recitals to this Agreement on Page 1 hereof.

"Rents" shall mean and include all rents, administrative charges, utility charges and other sums and charges payable by Tenants under the Leases.

"Representatives" shall mean, with respect to a particular Person, any director, officer, employee or other authorized representative of such Person or its subsidiaries, including such Person's attorneys, accountants, financial advisors and restructuring advisors.

"Sale Order" shall mean an Order of the Bankruptcy Court confirming the Plan and authorizing the sale of the Property by Debtor to Bidder pursuant to this Agreement and the Plan in accordance with the provisions of section 1123 of the Bankruptcy Code, free and clear of any claims, liens or interests against the Debtor or any parties claiming by, through or under the Debtor, including, without limitation, (i) any claims of the United States seeking forfeiture of the Property or any portion thereof, and (ii) any other claim, lien, or interest, whether or not that claim, lien, or interest is junior to the liens granted under the Final DIP Order, of any person or entity that was provided notice of entry of the Final DIP Order and failed to object to or consented to entry of the Final DIP Order, which Order shall be in form and substance reasonably acceptable to the Parties.

"Scheduled Closing Date" shall mean the date ten (10) Business Days following the issuance of the Sale Order, subject to extension as provided in Section 6.4.

"Scheduled Contracts" shall mean those executory contracts and unexpired leases identified in **Exhibit D** attached hereto and by this reference made a part hereof.

"Senior Claims" shall mean, collectively: (a) General Administrative Claims allowed against the Debtor; (b) Priority Tax Claims allowed against Debtor; (c) Other Priority Claims allowed against Debtor; (d) Other Secured Claims allowed against Debtor; and (e) Kelly Hamilton Go-Forward Trade Claims allowed against Debtor, but in each case solely to the extent that the same relate to the Property. For the avoidance of any doubt, the Manager Administrative Expense Claim shall constitute a General Administrative Claim; *provided* that the extent to which the Manager Administrative Expense Claim is satisfied in cash by Bidder following the Closing Date shall be subject to the mutual consent of Bidder and the Manager.

"Surviving Obligations" shall mean any liabilities and obligations that this Agreement expressly provides shall survive the termination hereof.

"Tangible Personal Property" shall mean any tangible personal property owned by Debtor which is located at and used in connection with the operation of the Real Property as of the Closing Date.

"Tenant Deposits" shall mean all refundable deposits (whether cash or non-cash) paid or deposited by the Tenants with Debtor, as landlord, or any other person on Debtor's behalf pursuant to the Leases (together with any interest which has accrued thereon as required by the terms of such Lease, but only to the extent such interest has accrued for the account of the

respective Tenants or as required by Law), to the extent the same have not been advanced or paid to DIP Lender on or prior to the Closing Date.

“Tenants” shall mean the tenants under the Leases.

“Title Company” shall mean Chicago Title Insurance Company.

“Transaction” shall mean the transactions contemplated by this Agreement.

“Wind-Down” shall have the meaning assigned to such term in the Plan.

ARTICLE 2 - PURCHASE AND SALE OF PROPERTY

2.1 Agreement for Purchase and Sale.

(a) Subject to the provisions of **Section 2.1(b)** herein below, Debtor agrees to sell to Bidder, and Bidder, or its nominee by way of an assignment of this Agreement and all of the duties and obligations hereunder, agrees to purchase from Debtor, all of Debtor’s right, title and interest in and to the Property.

(b) In the event that the Debtor shall determine that it is in the best interest of the Debtor to sell the Property to a New Bidder pursuant to an Alternative Agreement and (i) Debtor shall deliver an Alternative Agreement Notice to Bidder on or before the Cutoff Date and (ii) Debtor shall make payment of the Breakup Fee to Bidder by wire transfer to the account identified in **Exhibit E** attached hereto and by this reference made a part hereof solely upon (x) the Bankruptcy Court entering a Bidding Procedures Order authorizing the payment of the Breakup Fee, (y) the Bankruptcy Court entering a Final Order authorizing the Debtor to enter into and consummate such Alternative Kelly Hamilton Restructuring Transaction, and (z) the consummation of such Alternative Kelly Hamilton Restructuring Transaction in accordance with its terms. Upon the closing of the Alternative Kelly Hamilton Restructuring Transaction, this Agreement shall automatically terminate, whereupon the Parties shall be released from any further liability or obligation hereunder. Notwithstanding anything to the contrary contained herein, no Alternative Agreement shall be permitted to adversely affect the rights of the DIP Lender under the DIP Facility Documents.

2.2 Purchase Price. In consideration of the sale of the Property by Debtor to Bidder in accordance with the terms and conditions of this Agreement, Bidder shall pay or be deemed to pay the Purchase Price to Debtor on the Closing Date by (a) credit bidding the Available Credit Bid Amount and (b) assuming the Assumed Liabilities, provided that the Manager Administrative Expense Payment shall be deemed satisfied by the Base Amount. To the extent that any sums shall be required to pay the obligations of Bidder described in clause (b) of the preceding sentence due as of the Closing Date or pay closing costs for which Bidder is responsible

hereunder, Bidder shall deliver such a cash payment to Escrow Agent as may be required for purposes of paying such sums.

2.3 Independent Consideration. Simultaneously with the execution of this Agreement, Bidder shall make a nonrefundable payment to Debtor in the amount of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) (the "Independent Consideration"). Debtor acknowledges and agrees that Debtor's receipt of the Independent Consideration constitutes adequate and agreed upon consideration for Debtor entering into this Agreement notwithstanding the limitations on Debtor's remedies in the event of a default by Bidder pursuant to Section 9.1 hereof. Without limiting the generality of the foregoing, the Parties hereby waive any defense to the enforcement of this Agreement on the grounds that the same is an illusory contract.

ARTICLE 3 - TITLE MATTERS

3.1 Title. At Closing, Debtor shall convey good and marketable title to the Real Property to Bidder or its nominee pursuant to the Deed, subject only to the Permitted Exceptions.

3.2 Title Insurance. At Closing, the Title Company shall issue (or be irrevocably committed to issuing) the Owner's Title Policy to Bidder.

ARTICLE 4 - AS-IS SALE

4.1 AS-IS SALE. BIDDER ACKNOWLEDGES AND AGREES THAT, AT THE TIME OF CLOSING, DEBTOR SHALL SELL AND CONVEY TO BIDDER, AND BIDDER SHALL ACCEPT AND PURCHASE FROM DEBTOR, THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. EXCEPT FOR REPRESENTATIONS AND WARRANTIES, IF ANY, EXPRESSLY SET FORTH IN THIS AGREEMENT, BIDDER HAS NOT RELIED AND WILL NOT RELY ON, AND DEBTOR HAS NOT MADE AND IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO, WHETHER PROVIDED TO BIDDER BY DEBTOR OR ANY AGENT OR REPRESENTATIVE OF DEBTOR. BIDDER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED REAL ESTATE INVESTOR AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BIDDER'S CONSULTANTS IN PURCHASING THE PROPERTY AND BIDDER SHALL MAKE, AND HAS HAD THE OPPORTUNITY TO MAKE, AN INDEPENDENT VERIFICATION OF THE ACCURACY OF ANY DOCUMENTS AND INFORMATION PROVIDED TO BIDDER BY OR ON BEHALF OF DEBTOR. BIDDER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS BIDDER DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, SUCH INSPECTIONS WITH RESPECT TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BIDDER SHALL DETERMINE APPROPRIATE.

4.2 RELEASE. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, EFFECTIVE AS OF THE CLOSING DATE, BIDDER HEREBY FOREVER RELEASES AND DISCHARGES DEBTOR FROM ALL RESPONSIBILITY AND LIABILITY, WHETHER ARISING BEFORE OR

AFTER THE CLOSING DATE, RELATING TO THE CONDITION, VALUATION, SALABILITY OR UTILITY OF THE PROPERTY, OR ITS SUITABILITY FOR ANY PURPOSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, WITH RESPECT TO CONDITIONS RELATING TO THE PRESENCE IN THE SOIL, AIR, STRUCTURES AND SURFACE AND SUBSURFACE WATERS, OF HAZARDOUS MATERIALS OR OTHER MATERIALS OR SUBSTANCES THAT HAVE BEEN OR MAY IN THE FUTURE BE DETERMINED TO BE TOXIC, HAZARDOUS, UNDESIRABLE OR SUBJECT TO REGULATION AND THAT MAY NEED TO BE SPECIALLY TREATED, HANDLED AND/OR REMOVED FROM THE PROPERTY UNDER CURRENT OR FUTURE LAWS, AND ANY STRUCTURAL AND GEOLOGIC CONDITIONS, SUBSURFACE SOIL AND WATER CONDITIONS AND SOLID AND HAZARDOUS WASTE AND HAZARDOUS MATERIALS ON, UNDER, ADJACENT TO OR OTHERWISE AFFECTING THE PROPERTY) AND WAIVES ANY CLAIM BIDDER MAY HAVE AGAINST DEBTOR WITH RESPECT THERETO UNDER THE DIP FACILITY DOCUMENTS AS OF SUCH CLOSING DATE. BIDDER FURTHER HEREBY WAIVES (AND BY CLOSING THIS TRANSACTION WILL BE DEEMED TO HAVE WAIVED) ANY AND ALL OBJECTIONS AND COMPLAINTS (INCLUDING, BUT NOT LIMITED TO, FEDERAL, STATE AND LOCAL STATUTORY AND COMMON LAW BASED ACTIONS, AND ANY PRIVATE RIGHT OF ACTION UNDER ANY FEDERAL, STATE OR LOCAL LAWS, REGULATIONS OR GUIDELINES TO WHICH THE REAL PROPERTY IS OR MAY BE SUBJECT) CONCERNING THE PHYSICAL CHARACTERISTICS AND ANY EXISTING CONDITIONS OF THE REAL PROPERTY. BIDDER FURTHER HEREBY ASSUMES THE RISK OF CHANGES IN APPLICABLE LAWS AND REGULATIONS RELATING TO PAST, PRESENT AND FUTURE ENVIRONMENTAL CONDITIONS ON THE REAL PROPERTY AND THE RISK THAT ADVERSE PHYSICAL CHARACTERISTICS AND CONDITIONS.

4.3 EXCLUDED CLAIMS. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO CONSTITUTE AN ASSUMPTION BY BIDDER OF ANY EXCLUDED LIABILITIES.

4.4 SURVIVAL. THE PROVISIONS OF THIS ARTICLE 4 SHALL SURVIVE THE CLOSING.

ARTICLE 5 - CLOSING

5.1 Escrow Closing.

(a) Subject to the satisfaction of the conditions precedent to the obligations of Bidder and Debtor set forth in Section 6.1 and Section 6.2 hereof, the Parties shall conduct the Closing on the Scheduled Closing Date, or such other earlier or later date as may be agreed upon by the Parties, as an escrow-style closing through the Title Company as escrow agent pursuant to escrow closing instructions to be delivered to the Title Company consistent with the terms and conditions of this Agreement so that it will not be necessary for any Party to attend the Closing. In the event of any conflict between this Agreement and the escrow instructions, the terms and conditions of this Agreement shall prevail.

(b) Provided all conditions precedent to Debtor's obligations hereunder have been satisfied, Debtor agrees to convey the Property to Bidder upon delivery of the items to be delivered by Bidder to Debtor pursuant to Section 5.3.

(c) The items to be delivered by Debtor or Bidder in accordance with the terms of **Section 5.2** and **Section 5.3** shall be delivered to the Title Company no later than 5:00 p.m. Eastern Time on the last Business Day prior to the Closing Date.

5.2 Debtor's Closing Deliveries.

(a) At the Closing, Debtor shall deliver the following items to the Title Company:

(i) Deed. A special warranty deed for the Property other than the Mineral Rights in the form of **Exhibit F** attached hereto and by this reference made a part hereof ("**Deed**"), executed and acknowledged by Debtor in recordable form, subject to the Permitted Exceptions, and (y) a quitclaim deed for the Mineral Rights in the form of **Exhibit F-1** attached hereto and by this reference made a part hereof executed and acknowledged by Debtor in recordable form;

(ii) Bill of Sale and General Assignment. A quitclaim bill of sale in the form of **Exhibit G** attached hereto and by this reference made a part hereof, executed by Debtor;

(iii) Assignment and Assumption of Contracts. An assignment and assumption of the Assumed Contracts in the form of **Exhibit H** attached hereto and by this reference made a part hereof ("**Assignment and Assumption of Contracts**") executed by Debtor;

(iv) Assignment and Assumption of HAP Contract. An Assignment and Assumption of the HAP Contract executed by Bidder, together with such additional documents as HUD may require be furnished by Debtor in connection with HUD's approval of the Assignment and Assumption of HAP Contract;

(v) Certified Rent Roll. A rent roll for the Real Property reflecting the name of each Tenant, the apartment occupied by such Tenant, the then current Rent payable by such Tenant under its Lease, any due and unpaid Rent owed by such Tenant as of the Closing Date and the Tenant Deposits made by such Tenant pursuant to its Lease certified by Debtor as true and correct as of the Closing Date;

(vi) Notice to Tenants. A single form letter in the form of **Exhibit I** attached hereto and by this reference made a part hereof, executed by Debtor, duplicate copies of which shall be sent by Bidder after Closing to the Tenants under the Lease;

(vii) Non-Foreign Status Affidavit. A non-foreign status affidavit in the form of **Exhibit J** attached hereto and by this reference made a part hereof, as required by Section 1445 of the Internal Revenue Code, executed by Debtor or, if

Debtor is a disregarded entity for United States federal income tax purposes, the appropriate non-disregarded entity owning an interest in Debtor;

(viii) Title Affidavit. A title affidavit and gap indemnity in such form as may be required by the Title Company and form reasonably acceptable to Debtor;

(ix) Closing Statement. A mutually acceptable form of a joint closing statement setting forth the sums to be disbursed by the Escrow Agent at Closing (the "Closing Statement"), executed by Debtor;

(x) Other Documents. Applicable transfer or sales tax filings and such other documents as may be reasonably required by the Title Company or may be agreed upon by Debtor and Bidder to consummate the Transaction to the extent required and not exempt; and

(b) On the Closing Date, Debtor shall deliver to Bidder, which may occur by leaving the same at the Real Estate, any Property Documents and Materials to the extent not previously furnished to Bidder.

5.3 Bidder's Closing Deliveries. At the Closing, Bidder shall deliver the following items to the Title Company:

(a) Release and Satisfaction. An instrument in form and substance reasonably acceptable to Debtor confirming the release of Debtor from liability under the DIP Facility Documents.

(b) Assignment and Assumption of Contracts. An Assignment and Assumption of Contracts executed by Bidder;

(c) Assignment and Assumption of HAP Contract. An Assignment and Assumption of the HAP Contract executed by Bidder, together with such additional documents as HUD may require be furnished by Bidder in connection with HUD's approval of the Assignment and Assumption of HAP Contract, together with such additional documents as HUD may require be furnished by Bidder in connection with HUD's approval of the Assignment and Assumption of HAP Contract;

(d) Closing Statement. The Closing Statement, executed by Bidder;

(e) Other Documents. Applicable transfer or sales tax filings and such other documents as may be reasonably required by the Title Company or may be agreed upon by Debtor and Bidder to consummate the Transaction to the extent required and not exempt; and

(f) Cash Payment. Any sums required to pay (i) the obligations of Bidder described with respect to any Assumed Liabilities due as of the Closing Date other than

the Manager Administrative Expense Claim and (ii) closing costs for which Bidder is responsible hereunder (if any) shall be paid by wire transfer to the Escrow Agent.

5.4 No Proration of Income and Expenses. In consideration of the transfer of all cash on hand, in bank accounts, or in escrow or reserve accounts established pursuant to the DIP Facility Documents, exclusive of the Credit Recovery Trust Amount and the Fee Escrow Amount, and Bidder's assumption of all of the Assumed Liabilities, there shall be no proration of income or expenses with respect to the Property as of the Closing Date. Accordingly, at the time of Closing, (a) Bidder shall become entitled to the receipt of all income from the Property collected from and after the Closing Date regardless of whether the amount thereof is attributable to the period prior to or after the Closing Date, and (b) Bidder shall become responsible for the payment of all expenses with respect to the Property that would normally and customarily be prorated at the time of Closing regardless of whether the amount thereof is attributable to the period prior to or after the Closing Date. The provisions of this **Section 5.4** shall survive the Closing.

5.5 Tenant Deposits. On the Closing Date, Debtor shall, to the extent in its possession, turnover all of the Tenant Deposits to Bidder or wire transfer the amount thereof to the Title Company for payment to Bidder at the time of Closing.

5.6 Closing Costs.

(a) Bidder shall pay all normal and customary closing costs in connection with the sale of the Property, including, without limitation: (i) unless otherwise exempt from payment by reason of the Bankruptcy Proceedings, all transfer taxes, sales taxes and similar charges, if any, applicable to the transfer of the Property to Bidder, (ii) all premiums and charges of the Title Company for the title commitment and the Owner's Title Policy (including any endorsements requested by Bidder), (iii) the cost of any update of the Survey, (iv) all recording and filing charges in connection with the instruments by which Debtor conveys the Property to Bidder properly paid by the Bidder in commercial real estate transactions in Allegheny County, Pennsylvania (v) all escrow or closing charges, (vi) all fees due to Bidder's attorneys in connection with this Agreement; and (vii) to the extent due as of the Closing Date, all Cure Costs for all Assumed Contracts pursuant to section 365 of the Bankruptcy Code. Notwithstanding anything to the contrary contained herein, Bidder shall have no liability or obligation with respect to the payment of the attorneys' fees and expenses of Debtor or any sums due to any other Representatives of Debtor.

(b) The obligations of Bidder under this **Section 5.6** shall survive the Closing (and not be merged therein) or any earlier termination of this Agreement.

ARTICLE 6 - CONDITIONS PRECEDENT

6.1 Conditions Precedent to Bidder's Obligations. Bidder's obligation to close the Transaction is conditioned on all of the following:

(a) Accuracy of Representations and Warranties. All of the representations and warranties of Debtor contained in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as if the same had been made as of the Closing Date;

(b) Legal Proceedings. No court order, injunction, legal action, suit or other legal proceeding shall be pending against Debtor as of the Closing Date (i) seeking to restrain or prohibit the purchase and sale of the Property or the consummation of the Transaction or (ii) seeking damages with respect to such purchase and sale or the consummation of the Transaction;

(c) Sale Order. The Bankruptcy Court shall have entered the Sale Order no later than September 15, 2025, in a form reasonably acceptable to Debtor and Bidder and such Order shall not have been stayed, reversed, revoked, modified or vacated;

(d) HAP Approval. HUD shall have executed and delivered the Assignment and Assumption of the HAP Contract to Escrow Agent and authorized Escrow Agent to release the same upon the completion of the Closing;

(e) Debtor's Performance. Debtor shall have delivered all of the documents and other items required pursuant to Section 5.2 hereof and shall have performed all other obligations to be performed by Debtor pursuant to this Agreement prior to Closing in all material respects.

6.2 Conditions Precedent to Debtor's Obligations. Debtor's obligation to close the Transaction is conditioned on all of the following:

(a) Accuracy of Representations and Warranties. All of the representations and warranties of Bidder contained in this Agreement shall be true and correct as of the Closing Date with the same force and effect as if the same had been made as of the Closing Date;

(b) Legal Proceedings. No court order, injunction, legal action, suit or other legal proceeding shall be pending against Bidder as of the Closing Date (i) seeking to restrain or prohibit in the purchase and sale of the Property or the consummation of the Transaction, or (ii) seeking damages with respect to such purchase and sale or the consummation of the Transaction;

(c) Sale Order. The Bankruptcy Court shall have entered the Sale Order no later than September 15, 2025 and such Order shall not have been stayed, reversed, revoked, modified or vacated;

(d) Title Conditions Satisfied. At Closing, the Title Company shall issue (or be irrevocably committed to issuing) the Owner's Title Policy to Bidder; and

(e) Bidder's Performance. Bidder shall have delivered all of the documents and other items required pursuant to Section 5.3 hereof and shall have performed all other obligations to be performed by Bidder pursuant to this Agreement prior to Closing.

6.3 Waiver of Failure of Conditions Precedent. At any time on or before the date specified for the satisfaction of any condition, Debtor or Bidder may elect in writing to waive the benefit of any condition precedent to its obligations hereunder other than the entry of the Sale Order. By closing the Transaction, Debtor and Bidder shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Article 6, except to the extent that the same expressly survive Closing. In the event any of the conditions set forth in this Article 6 are neither waived nor fulfilled on or before the Outside Closing Date, as the same may be extended in accordance with the provisions of this Agreement, the Party for whose benefit the applicable condition exists may terminate this Agreement and exercise such rights and remedies, if any, that such Party may have in the event such termination is the result of a default hereunder by the other Party pursuant to the terms of Article 9. If this Agreement is terminated as a result of the failure of any condition set forth in this Article 6 that is not also a default hereunder, then neither Party shall have any further rights or obligations hereunder except for the Surviving Obligations.

6.4 Execution of Assignment and Assumption of HAP Contract. The Parties shall execute and deliver the Assignment and Assumption of HAP Contract to HUD as soon as practicable following the entry of the Sale Order. The Scheduled Closing Date and the Outside Closing Date shall be subject to extension for up to ten (10) Business Days in the event that the same is delayed by reason of the failure of HUD to execute and deliver the Assignment and Assumption of HAP Contract.

ARTICLE 7 - REPRESENTATIONS AND WARRANTIES

7.1 Bidder's Representations and Warranties. Bidder represents and warrants to Debtor as follows:

(a) Bidder's Authorization. Bidder is duly organized, validly existing and in good standing under the laws of the State of Delaware and authorized to execute this Agreement, consummate the Transaction and fulfill all of its obligations hereunder and under all Closing Documents to be executed by Bidder. The execution and delivery of this Agreement and all Closing Documents to be executed and delivered by Bidder pursuant to this Agreement and the performance by Bidder of the obligations of Bidder hereunder and under such Closing Documents have been authorized by all requisite company action of Bidder. The obligations of Bidder under this Agreement constitute and, as of the Closing Date, the obligations of Bidder under the Closing Documents to be executed and delivered by Bidder pursuant to this Agreement shall constitute, the valid and binding obligations of Bidder enforceable in accordance with their respective terms. Without limiting the generality of the foregoing, neither the execution and delivery of this Agreement and Closing Documents to be executed and delivered by Bidder pursuant to this Agreement nor the performance by Bidder of the obligations of Bidder hereunder

under such Closing Documents will (i) result in the violation of any applicable Laws or any provision of Bidder's organizational documents, (ii) conflict with any order of any Governmental Authority binding upon Bidder, or (iii) conflict or be inconsistent with, or result in any default under, any contract, agreement or commitment by which Bidder is bound.

(b) Patriot Act Compliance. Bidder is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, group, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and Bidder is not engaging in this Transaction, directly or indirectly, on behalf of, or instigating or facilitating this Transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Bidder is not engaging in this Transaction, directly or indirectly, in violation of any Laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Bidder have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Bidder is prohibited by Law or that the Transaction or this Agreement is or will be in violation of Law. Bidder has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing. Notwithstanding the foregoing, in no event shall Bidder's representations and warranties under this Section 7.1(b) apply to any person or entity which owns, has owned, or may hereafter own any publicly traded stock or other publicly traded securities of (i) Bidder (if any), or (ii) any Person which directly or indirectly owns an interest in Bidder.

Bidder's representations and warranties contained in this Section 7.1 shall survive the Closing and not be merged therein.

7.2 Debtor's Representations and Warranties. Debtor represents and warrants to Bidder as follows:

(a) Debtor's Authorization. Debtor is duly organized, validly existing and in good standing under the Laws of the State of Delaware and qualified to do business under the Laws of the Commonwealth of Pennsylvania and authorized to execute this Agreement and, subject to the entry of the Sale Order, consummate the Transaction and fulfill all of its obligations hereunder and under all Closing Documents to be executed by Debtor in connection herewith. The execution and delivery of this Agreement and all Closing Documents to be executed and delivered by Debtor pursuant to this Agreement and the performance by Debtor of the obligations of Debtor hereunder under such Closing Documents have been authorized by all requisite company action of Debtor. The obligations of Debtor under this Agreement constitute and, as of the Closing Date, the

obligations of Debtor under the Closing Documents to be executed and delivered by Debtor pursuant to this Agreement shall constitute, the valid and binding obligations of Debtor enforceable in accordance with their respective terms, subject to entry of the Sale Order. Without limiting the generality of the foregoing, but subject to entry of the Sale Order, neither the execution and delivery of this Agreement and Closing Documents to be executed and delivered by Debtor pursuant to this Agreement nor the performance by Debtor of the obligations of Debtor hereunder or under such Closing Documents will (i) result in the violation of any applicable Laws or any provision of Debtor's organizational documents, (ii) conflict with any order of any Governmental Authority binding upon Debtor, or (iii) conflict or be inconsistent with, or result in any default under, any contract, agreement or commitment by which Debtor is bound.

(b) Patriot Act Compliance. Debtor is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, group, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control and Debtor is not engaging in this Transaction, directly or indirectly, on behalf of, or instigating or facilitating this Transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Debtor is not engaging in this Transaction, directly or indirectly, in violation of any Laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Debtor have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Debtor is prohibited by Law or that the Transaction or this Agreement is or will be in violation of Law. Debtor has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing. Notwithstanding the foregoing, in no event shall Debtor's representations and warranties under this Section 7.2(b) apply to any person or entity which owns, has owned, or may hereafter own any publicly traded stock or other publicly traded securities of (a) Debtor (if any), or (b) any entity which directly or indirectly owns an interest in Debtor.

7.2.2 Personal Property. Except for the liens and security interests created in favor of the DIP Lender under the DIP Facility Documents and as provided in the Sale Order, the Personal Property to be transferred to Bidder is free and clear of liens, security interests and other encumbrances.

7.2.3 Rents. Except for the assignments of the interest of Debtor in the Leases and Rents to the DIP Lender pursuant to the DIP Facility Documents, Debtor has not assigned, transferred or hypothecated its interest in the Leases and Rents.

7.2.4 Third-Party Rights. Debtor has not entered into any agreements currently in effect pursuant to which Debtor has granted any Person any option to purchase, right of first refusal to purchase, right of first option to purchase or other preferential right to purchase all or any part of the Property.

7.2.5 Litigation. Except for the Bankruptcy Proceedings and those matters listed in **Exhibit K** attached hereto and by this reference made a part hereof, there is not currently or threatened in writing any pending action, claim, suit, litigation or other proceeding to which Debtor is a party or which otherwise relates to the Property (including, without limitation, any condemnation proceedings).

7.2.6 Contracts. As of the Execution Date, Debtor has not entered into or assumed any leases or other executory contracts affecting the Property which will be binding upon Bidder after the Closing other than Scheduled Contracts.

Debtor's representations and warranties in this **Section 7.2** shall survive the Closing for a period of three (3) months and not be merged therein.

ARTICLE 8 - COVENANTS

8.1 Compliance with DIP Facility Documents. Debtor shall at all times comply with the requirements of the DIP Facility Documents until Closing and nothing contained herein shall be deemed to limit or otherwise affect the rights or obligations of the Parties under the DIP Facility Documents prior to Closing.

8.2 Compliance with Requirements of Orders. Debtor shall comply with the requirements of all Orders.

ARTICLE 9 - DEFAULTS

9.1 DEBTOR'S REMEDIES FOR BIDDER DEFAULTS. IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED DUE TO ANY DEFAULT BY BIDDER HEREUNDER, THEN DEBTOR SHALL BE ENTITLED, AS ITS SOLE REMEDY TO TERMINATE THIS AGREEMENT BY DELIVERY OF WRITTEN NOTICE TO BIDDER, WHEREUPON NEITHER PARTY HERETO SHALL HAVE ANY FURTHER OBLIGATION OR LIABILITY TO THE OTHER HEREUNDER EXCEPT WITH RESPECT TO SURVIVING OBLIGATIONS.

9.2 BIDDER'S REMEDIES FOR DEBTOR DEFAULTS. IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED DUE TO DEBTOR'S DEFAULT HEREUNDER, BIDDER SHALL BE ENTITLED, AS ITS SOLE REMEDY, TO (A) TERMINATE THIS AGREEMENT BY DELIVERY OF WRITTEN NOTICE TO DEBTOR, WHEREUPON NEITHER PARTY HERETO SHALL HAVE ANY FURTHER OBLIGATION OR LIABILITY TO THE OTHER EXCEPT WITH RESPECT TO SURVIVING OBLIGATIONS OR (B) ENFORCE THIS AGREEMENT BY SPECIFIC PERFORMANCE PROVIDED ANY SUCH PROCEEDING IS COMMENCED WITHIN FORTY-FIVE (45) DAYS AFTER THE DEBTOR DEFAULT OCCURS GIVING RIGHT TO SUCH ENFORCEMENT.

ARTICLE 10 - CASUALTY/CONDEMNATION

10.1 Right to Terminate. If, after the Execution Date, (a) any portion of the Property is taken by condemnation or eminent domain (or is the subject of a pending taking), or (b) any portion of the Property is damaged or destroyed (excluding routine wear and tear and damage caused by any of Bidder's Representatives), Debtor shall notify Bidder in writing of such fact promptly after obtaining knowledge thereof. If the Property is the subject of a Major Casualty/Condemnation that occurs after the Execution Date, Bidder shall have the right to terminate this Agreement by giving written notice to Debtor no later than ten (10) Business Days after the giving of Debtor's notice, and the Closing Date shall be extended, if necessary, to provide sufficient time for Bidder to make such election. The failure by Bidder to terminate this Agreement within such ten (10) Business Day period shall be deemed an election by Bidder not to terminate this Agreement.

10.2 Allocation of Proceeds and Awards. If a condemnation or casualty occurs after the Execution Date and this Agreement is not terminated as permitted pursuant to the terms of **Section 10.1** hereof, then this Agreement shall remain in full force and effect and Bidder shall acquire the Property or, if applicable, the remainder thereof, upon the terms and conditions set forth herein. Any Casualty/Condemnation Proceeds shall be allocated between Bidder and Debtor as follows in respect of a Closing hereunder:

(a) Debtor shall be entitled to be reimbursed from the Casualty/Condemnation Proceeds for proceeds of any rental loss, business interruption or similar insurance, or other compensation for loss of use or income, that are allocable to the period prior to the Closing Date, such sums to be applied in accordance with the requirements of the DIP Facility Documents; and

(b) Bidder shall be entitled to the balance of the Casualty/Condemnation Proceeds.

10.3 Insurance. Debtor shall maintain the property insurance coverage required under the DIP Facility Documents in place through the Closing Date.

ARTICLE 11 - MISCELLANEOUS

11.1 Brokers. Each of the Parties hereby warrants and represents to the other that it did not employ or use any broker or finder to arrange or bring about this transaction. If any Person brings a claim for a commission or finder's fee based upon any contact, dealings, or communication with either Party in connection with the Transaction, then the Party allegedly authorizing such commission or fee shall defend the other Party and hold the other Party harmless from any and all costs, damages, claims, liabilities, or expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by the other Party with respect to the claim. The provisions of this **Section 11.1** shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Agreement.

11.2 Survival/Merger. Except for the provisions of this Agreement which are explicitly stated to survive the Closing, (a) none of the terms of this Agreement shall survive the Closing, and (b) the delivery of the Purchase Price, the Deed and the other Closing Documents and the acceptance thereof shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Bidder and Debtor to be performed hereunder.

11.3 Integration; Waiver. This Agreement and the Sale Order embody and constitute the entire understanding between the Parties with respect to the Transaction and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either Party hereto of any failure or refusal by the other Party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

11.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the Commonwealth of Pennsylvania, without application of its choice of laws.

11.5 Captions Not Binding; Exhibits. The captions in this Agreement are inserted for reference only and in no way limit the scope or intent of this Agreement or of any of the provisions hereof. All Exhibits attached hereto shall be incorporated by reference as if set out herein in full.

11.6 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

11.7 Severability. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

11.8 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the following addresses:

If to Debtor, to:	CBRM Realty Inc. c/o White & Case LLP 1221 Avenue of the Americas New York, New York 10020 Attention: Elizabeth A. LaPuma Email: elapuma.crowncapital@gmail.com
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with a copy to: White & Case LLP
111 South Wacker Dr, Suite 5100
Chicago, IL 60606-4302
Attention: Gregory F. Pesce
Email: gregory.pesce@whitecase.com

If to Bidder, to: 3650 Capital
2977 McFarlane Road, Suite 300
Miami, FL 33133
Attention: Myles Burstein, Esq.
Email: mburstein@3650capital.com

with a copy to: Lynd Management Group
4499 Pond Hill Rd.
San Antonio, TX 78231
Attention: Justin Utz, CFO
Email: jutz@lynd.com

with a copy to: Lippes Mathias LLP
54 State Street, Suite 1001
Albany, New York 12207-2527
Attention: Leigh A. Hoffman, Esq.
Email: lhoffman@lippes.com

with a copy to: McCarter & English, LLP
Four Gateway Center
100 Mulberry Street
Newark, NJ 07102
Attention: Joseph Lubertazzi, Jr., Esq.
Email: jlubertazzi@mccarter.com

Any such notices may be sent by (a) certified mail, return receipt requested, postage prepaid in the U.S. mail, or (b) a nationally recognized overnight courier, or (c) sent by electronic transmission (i.e., e mail). Notices shall be deemed delivered upon actual delivery or refusal of delivery one (1) Business Day after deposit in the case of overnight courier and three (3) Business Days after deposit in the case of certified mail, and notices delivered by electronic transmission shall be deemed delivered on the same day of such successful transmission. The above addresses may be changed by written notice to the other Party; provided that no notice of a change of address shall be effective until actual receipt of such notice.

11.9 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. Signatures to this Agreement transmitted by electronic means shall be valid and effective to bind the Party so signing. Each Party agrees to promptly

deliver an execution original to this Agreement with its actual signature to the other Party, but a failure to do so shall not affect the enforceability of this Agreement.

11.10 Additional Agreements; Further Assurances. Each Party hereto shall execute and deliver such documents as the other Party shall reasonably request in order to consummate and make effective the Transaction; provided, however, the execution and delivery of such documents shall not result in any additional liability or cost to the executing Party.

11.11 Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, any modification hereof or any of the Closing Documents.

11.12 Time of Essence. **Time is of the essence with respect to the Closing and all of the provisions of this Agreement.**

11.13 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY PROCEEDINGS BROUGHT BY THE OTHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TRANSACTION, THIS AGREEMENT, THE PROPERTY OR THE RELATIONSHIP OF BIDDER AND DEBTOR HEREUNDER. THE PROVISIONS OF THIS **SECTION 11.13** SHALL SURVIVE THE CLOSING (AND NOT BE MERGED THEREIN) OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

11.14 RELEASES. WITH RESPECT TO ANY RELEASE SET FORTH IN THIS AGREEMENT RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, THE PARTIES HERETO HEREBY ACKNOWLEDGE THAT SUCH WAIVER AND RELEASE IS MADE WITH THE ADVICE OF COUNSEL AND WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE CONSEQUENCES AND EFFECTS OF SUCH RELEASE.

11.15 Nominee. Notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that Bidder does not intend to acquire title to the Property in its own name. Instead, Bidder is executing this Agreement on behalf of a special purpose entity controlled by Bidder or under common control with Bidder which Bidder shall designate to acquire the Property at least three days prior to the Auction (as defined in the Bidding Procedures Order). Such designation shall not be deemed to constitute a taxable assignment under the laws relating to the Realty Transfer Tax payable under the laws of the Commonwealth of Pennsylvania in connection with the transfer of real estate interests.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be duly executed
to be effective as of the day and year first above written.

DEBTOR:

KELLY HAMILTON APTS LLC,
a Delaware limited liability company

By: 

Name: Elizabeth A. LaPuma
Title: Independent Fiduciary and
Authorized Representative
of Debtor

BIDDER:

3650 SS1 PITTSBURGH LLC,
a Delaware limited liability company

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be duly executed to be effective as of the day and year first above written.

DEBTOR:

KELLY HAMILTON APTS LLC,
a Delaware limited liability company

By: _____
Name: Elizabeth A. LaPuma
Title: Independent Fiduciary and
Authorized Representative
of Debtor

BIDDER:

3650 SS1 PITTSBURGH LLC,
a Delaware limited liability company


By:  _____
Name: Peter LaPointe
Title: Authorized Representative of
Bidder

Exhibit B

Rejected Executory Contract and Unexpired Lease List

None

This Rejected Executory Contract and Unexpired Lease List may be amended, modified, or supplemented by the Debtors at any time prior to the date the Confirmation Order is entered by the Court.

Exhibit C

Creditor Recovery Trust Agreement

CREDITOR RECOVERY TRUST AGREEMENT

This CREDITOR RECOVERY TRUST AGREEMENT is made this [●]th day of August, 2025 (this “Agreement”), by and between CBRM Realty Inc., on behalf of itself and Kelly Hamilton Apts LLC, and Kelly Hamilton Apts MM LLC (collectively, the “Debtors”), and Mr. Daniel B. Kamensky, solely in the capacity as trustee of the Creditor Recovery Trust referred to herein (in such capacity, the “Creditor Recovery Trustee”), and creates and establishes the Creditor Recovery Trust (the “Creditor Recovery Trust”) pursuant to the *Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of Its Debtor Affiliates*, dated July 30, 2025 (as the same may be amended, supplemented, or otherwise modified from time to time in accordance with the terms and provisions thereof and including the Plan Supplement, the “CBRM Plan”). Each Debtor and the Creditor Recovery Trustee are sometimes referred to herein individually as a “Party” and, collectively, as the “Parties.” This Agreement shall be effective as of the Effective Date of the CBRM Plan. Upon the Effective Date of the *Joint Chapter 11 Plan of Crown Capital Holdings LLC and Certain of Its Debtor Affiliates*, dated August 17, 2025 (as the same may be amended, supplemented, or otherwise modified from time to time in accordance with the terms and provisions thereof and including the Plan Supplement, the “Crown Capital Plan”), Crown Capital Holdings LLC, RH New Orleans Holdings LLC, RH New Orleans Holdings MM LLC, Laguna Reserve Apts Investor LLC, RH Chenault Creek LLC, RH Copper Creek LLC, RH Lakewind East LLC, and RH Windrun LLC shall become Parties to this Agreement and shall be included in the definition of Debtors. In this Agreement, “Plan” shall refer to the CBRM Plan, the Crown Capital Plan, or both, as applicable.¹

RECITALS

WHEREAS, each Debtor filed a voluntary petition for relief (collectively, the “Chapter 11 Cases”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) on May 19, 2025 (the “Petition Date”) in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”);

WHEREAS, the Plan provides, among other things, on the effective date of the Plan (the “Effective Date”), for the appointment of the Creditor Recovery Trust to (a) hold, manage, protect and monetize the Creditor Recovery Trust Assets, (b) administer, process and satisfy all Crown Capital Unsecured Claims, RH New Orleans Unsecured Claims, and CBRM Unsecured Claims, (c) commence, prosecute, and resolve all Trust Causes of Action (as defined below), and (d) perform all actions and execute all agreements, instruments and other documents necessary to effectuate the purpose of the Creditor Recovery Trust and carry out the provisions of the Plan relating to the Creditor Recovery Trust, in accordance with the Plan, Confirmation Order, and this Agreement, and in accordance with Treasury Regulation section 301.7701-4(d);

WHEREAS, the Creditor Recovery Trust is created on behalf of, and for the benefit of, the Creditor Recovery Trust Beneficiaries (as defined below);

WHEREAS, except to the extent otherwise provided in this Agreement with respect to the Disputed Claims Reserves, the Creditor Recovery Trust is intended to qualify as (i) a “liquidating

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

trust” pursuant to the Internal Revenue Code of 1986, as amended (the “IRC”) and the regulations promulgated thereunder (“Treasury Regulations”), including Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Creditor Recovery Trust and (ii) as a “grantor trust” for U.S. federal income tax purposes, pursuant to sections 671-677 of the IRC;

WHEREAS, the Creditor Recovery Trust shall not be deemed a successor in interest of the Debtors for any purpose other than as specifically set forth in the Plan, the Confirmation Order or this Agreement, and upon the transfer by the Debtors of certain of the Creditor Recovery Trust Assets to the Creditor Recovery Trust, the Debtors shall not have a reversionary or further interest in or with respect to the Creditor Recovery Trust Assets or the Creditor Recovery Trust; and

WHEREAS, the Creditor Recovery Trustee shall have all powers necessary to implement the provisions of this Agreement and administer the Creditor Recovery Trust as provided herein.

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the promises, the mutual agreements of the Parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the Parties hereby agree as follows:

ARTICLE I **DEFINITIONS**

For all purposes of this Agreement, capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

ARTICLE II **ESTABLISHMENT OF THE CREDITOR RECOVERY TRUST**

2.1 Establishment of the Creditor Recovery Trust and Appointment of the Creditor Recovery Trustee.

(a) The Debtors and the Creditor Recovery Trustee, pursuant to the Plan and the Confirmation Order and in accordance with the applicable provisions of the Bankruptcy Code, hereby establish a trust on behalf of the holders of Crown Capital Unsecured Claims, the holders of RH New Orleans Unsecured Claims, the holders of CBRM Unsecured Claims, the holder of the Spano CBRM Claim, and the Contributing Claimants (the “Creditor Recovery Trust Beneficiaries”), which shall be known as the “CBRM Creditor Recovery Trust,” on the terms set forth herein. In connection with the exercise of the Creditor Recovery Trustee’s powers hereunder, the Creditor Recovery Trustee may use this name or such variation thereof as the Creditor Recovery Trustee sees fit.

(b) The Creditor Recovery Trustee is hereby appointed as trustee of the Creditor Recovery Trust effective as of the Effective Date.

(c) The Creditor Recovery Trustee agrees to accept and hold the Creditor Recovery Trust Assets (excluding any Assets in a Disputed Claims Reserve), as defined in the

Plan, in trust for the Creditor Recovery Trust Beneficiaries, subject to the provisions of the Plan, the Confirmation Order and this Agreement.

(d) The Creditor Recovery Trustee and each successor trustee serving from time to time hereunder shall have all the rights, powers, and duties as set forth herein.

(e) The Creditor Recovery Trustee is, and any successor trustee serving from time to time hereunder shall be, a “United States person” as such term is defined in section 7701(a)(30) of the IRC.

(f) The Creditor Recovery Trustee may serve without bond.

(g) Subject to the terms of this Agreement, any action by the Creditor Recovery Trustee that affects the interests of more than one Creditor Recovery Trust Beneficiary shall be binding and conclusive on all Creditor Recovery Trust Beneficiaries even if such Creditor Recovery Trust Beneficiaries have different or conflicting interests.

2.2 Transfer of the Creditor Recovery Trust Assets.

(a) Pursuant to the Plan, and subject to the terms and conditions of this Agreement, as of the Effective Date, the Debtors and the Contributing Claimants (as defined in the Plan) hereby irrevocably transfer, assign and deliver, and (except as provided for federal, state and local income tax purposes in Sections 2.6 and 9.1 hereof) shall be deemed to have transferred, assigned and delivered, to the Creditor Recovery Trust, without recourse, all of their respective rights, title and interest in the Creditor Recovery Trust Assets (excluding any Assets in a Disputed Claims Reserve), free and clear of all Liens, Claims, encumbrances and interests (legal, beneficial or otherwise) for the benefit of the Creditor Recovery Trust Beneficiaries, including, without limitation, all attorney-client privileges, work-product privileges, accountant-client privileges and any other evidentiary privileges or immunity in respect of the Creditor Recovery Trust Assets that, prior to the Effective Date, belonged to the Debtors pursuant to applicable federal, state and other law, which shall vest in the Creditor Recovery Trust, in trust, and, consistent with sections 1123(a)(5)(B) and 1123(b)(3)(B) of the Bankruptcy Code, for the sole benefit of the Creditor Recovery Trust and the Creditor Recovery Trust Beneficiaries; *provided, however*, that the Debtors and the Contributing Claimants shall not be deemed to have transferred any documents, information or privileges related to any claims or causes of action that are released under the Plan; *provided further*, that the foregoing proviso shall not prevent the transfer of any documents, information or privileges to the extent that any such documents, information or privileges also relate to Creditor Recovery Trust Assets. Other than as set forth herein, the Debtors and the Contributing Claimants shall have no claim to, right, or interest in, whether direct, residual, contingent or otherwise, the Creditor Recovery Trust Assets once such assets have been transferred to the Creditor Recovery Trust.

(b) The Debtors, the Contributing Claimants, and any party under their control shall reasonably cooperate with the Creditor Recovery Trustee in the administration of the Creditor Recovery Trust, including by providing reasonable access to the Creditor Recovery Trustee and its advisors to all records, documents, information, and work product (including all electronic records, documents, information, and work product) relating to the Creditor Recovery Trust Assets

to the extent that the Creditor Recovery Trustee determines such records, documents, information, and work product (including all electronic records, documents, information, and work product) are necessary to (i) prosecute, investigate, sell, transfer, or convey any of the Creditor Recovery Trust Assets, (ii) benefit from any relevant privileges, or (iii) otherwise perform its duties under and in accordance with the Plan and this Agreement, in each case, that are in the possession or control of any such parties, copies of which shall be provided to the Creditor Recovery Trust and its advisors, all in compliance with applicable law.

(c) The Debtors, the Contributing Claimants, and any party under their control shall: (i) execute and/or deliver any instruments, documents, books, and records (including those maintained in electronic format and original documents as may be needed), and (ii) take, or cause to be taken, such further actions, in each case, that are reasonably necessary to evidence or effectuate the transfer of the Creditor Recovery Trust Assets (including the Trust Causes of Action) to the Creditor Recovery Trust.

(d) To the extent reasonably requested by the Creditor Recovery Trustee, the Debtors and the Contributing Claimants shall use commercially reasonable efforts to cause the professionals retained by such parties during the Chapter 11 Cases (the “Pre-Trust Professionals”) to, subject to any applicable professional rules of responsibility or any non-transferred Privileges (as defined below), use commercially reasonable efforts to cooperate with the Creditor Recovery Trustee in the investigation and prosecution of the Trust Causes of Action and the sale, transfer, or conveyance of any of the Creditor Recovery Trust Assets, including, without limitation, by providing access to the Pre-Trust Professionals.

(e) All of the proceeds received by the Creditor Recovery Trust from the Creditor Recovery Trust Assets shall be added to the Creditor Recovery Trust Assets and held as a part thereof (and title thereto shall be vested in the Creditor Recovery Trust).

(f) For all federal, state and local income tax purposes, all parties (including, without limitation, the Debtors, the Contributing Claimants, the Creditor Recovery Trust, the Creditor Recovery Trustee and the Creditor Recovery Trust Beneficiaries) shall treat the transfer of the Creditor Recovery Trust Assets to the Creditor Recovery Trust in accordance with Section 9.1 hereof.

(g) Such transfers pursuant to the Plan shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax, pursuant to and to the extent permitted under section 1146(a) of the Bankruptcy Code.

(h) Any direct or indirect transferee of interests in the Creditor Recovery Trust shall be bound by this Agreement.

2.3 Privileges.

(a) All attorney-client privileges, work product protections and other privileges, immunities or protections from disclosure (the “Privileges”) held by any one or more of the Debtors or the Contributing Claimants (including any pre-petition or post-petition committee or subcommittee of the board of directors or equivalent governing body of any of the Debtors and their predecessors) (the “Privilege Transfer Parties”) related in any way to the Creditor

Recovery Trust Assets and the purpose of the Creditor Recovery Trust (the “Transferred Privileged Information”) are hereby transferred and assigned to the Creditor Recovery Trust. The Transferred Privileged Information shall include documents and information of all manner, whether oral, written, or digital, and whether or not previously disclosed or discussed. For the avoidance of doubt, the Privileges shall include any right to preserve or enforce a Privilege that arises from any joint defense, common interest, or similar agreement involving any of the Privilege Transfer Parties.

(b) The foregoing transfer and assignment shall vest the Privileges concerning the Transferred Privileged Information exclusively in the Creditor Recovery Trust, consistent with sections 1123(a)(5)(B) and 1123(b)(3)(B) of the Bankruptcy Code, for the sole benefit of the Creditor Recovery Trust and the Creditor Recovery Trust Beneficiaries. The Creditor Recovery Trust shall have the exclusive authority and sole discretion to maintain the Privileges and keep the Transferred Privileged Information confidential, or waive any Privileges and/or disclose and/or use in litigation or any proceeding any or all of the Transferred Privileged Information.

(c) The Privilege Transfer Parties agree to take all necessary actions to effectuate the transfer of such Privileges, and to provide to the Creditor Recovery Trust without the necessity of a subpoena all Transferred Privileged Information in their respective possession, custody, or control reasonably requested by the Creditor Recovery Trust. The Creditor Recovery Trust is further expressly authorized to formally or informally request or subpoena documents, testimony or other information that would constitute Transferred Privileged Information from any persons, including attorneys, professionals, consultants and experts that may possess Transferred Privileged Information, and no such person may object to the production to the Creditor Recovery Trust of such Transferred Privileged Information on the basis of a Privilege held by a Privilege Transfer Party. Until and unless the Creditor Recovery Trust makes a determination in its sole discretion to waive any Privilege, Transferred Privileged Information shall be produced solely to the Creditor Recovery Trust or as required by law. For the avoidance of doubt, this Subsection is subject in all respects to Section 2.3(a) of this Agreement.

(d) Pursuant to, *inter alia*, Federal Rule of Evidence 502(d), no Privileges shall be waived by the transfer and assignment of the Privileges or the production of any Transferred Privileged Information to the Creditor Recovery Trust or any of its respective employees, professionals or representatives, or by disclosure of such Transferred Privileged Information between the Privilege Transfer Parties, on the one hand, and the Creditor Recovery Trust, on the other hand, or any of their respective employees, professionals or representatives.

(e) If a Privilege Transfer Party, the Creditor Recovery Trust, any of their respective employees, professionals or representatives or any other person inadvertently produces or discloses Transferred Privileged Information to any third party, such production shall not be deemed to destroy any of the Privileges, or be deemed a waiver of any confidentiality protections afforded to such Transferred Privileged Information. In such circumstances, the disclosing party shall, promptly upon discovery of the production, notify the Creditor Recovery Trust of the production and shall demand of all recipients of the inadvertently disclosed Transferred Privileged Information that they return or confirm the destruction of such materials.

(f) Notwithstanding anything to the contrary contained in this Section 2.3, for the avoidance of doubt, no Privilege or Transferred Privileged Information related to any claims or causes of action that have been released under the Plan shall be deemed to have been transferred or assigned to the Creditor Recovery Trust, *provided however*, that the foregoing shall not prevent the transfer of any Privilege or Transferred Privileged Information to the extent that such Privilege or Transferred Privileged Information also relates to Creditor Recovery Trust Assets.

2.4 Payment of Fees and Expenses. The Creditor Recovery Trust may incur any reasonable and necessary expenses in connection with the performance of its obligations under the Plan, the Confirmation Order and this Agreement, including reasonable and necessary fees and expenses incurred to monetize the Creditor Recovery Trust Assets and pursue the Trust Causes of Action and in connection with retaining professionals, consultants and advisors to aid it in fulfilling its obligations under this Agreement, the Confirmation Order, and the Plan (“Creditor Recovery Trust Professionals”). All such expenses shall be paid from the Creditor Recovery Trust, and solely be the obligation of, the Creditor Recovery Trust. The Creditor Recovery Trust Beneficiaries shall have no obligation to provide any funding with respect to the Creditor Recovery Trust.

2.5 Title to the Creditor Recovery Trust Assets. The transfer of the Creditor Recovery Trust Assets (excluding any Assets in a Disputed Claims Reserve) to the Creditor Recovery Trust pursuant to Section 2.2 hereof is being made for the sole benefit, and on behalf, of the Creditor Recovery Trust Beneficiaries. Upon the transfer of the Creditor Recovery Trust Assets to the Creditor Recovery Trust, the Creditor Recovery Trust shall succeed to all of the Debtors’, the Estates’, the Contributing Claimants’, and the Creditor Recovery Trust Beneficiaries’ rights, title and interest in the Creditor Recovery Trust Assets and, other than as expressly set forth hereunder, no other Entity shall have any interest, legal, beneficial or otherwise (including any claim, lien, or encumbrance), in the Creditor Recovery Trust or the Creditor Recovery Trust Assets upon the assignment and transfer of such assets to the Creditor Recovery Trust; *provided* that the Creditor Recovery Trustee shall use Cash from the Creditor Recovery Trust Assets to satisfy Allowed Professional Compensation Claims, fees of the Independent Fiduciary, and fees of the Ad Hoc Group of Crown Capital Noteholders in accordance with Article II.A of the Plan.

2.6 Nature and Purpose of the Creditor Recovery Trust.

(a) Purpose. The Creditor Recovery Trust is organized and established as a “grantor” trust for U.S. federal income tax purposes, pursuant to sections 671 through 679 of the Internal Revenue Code (excluding any Disputed Claims Reserve) for the purpose of (i) prosecuting all Trust Causes of Action, monetizing the Creditor Recovery Trust Assets (the “Creditor Recovery Trust Proceeds”), and distributing the Creditor Recovery Trust Proceeds, in each case, in accordance with the Plan, the Confirmation Order and this Agreement and (ii) liquidating and administering the Creditor Recovery Trust Assets in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or any other business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Creditor Recovery Trust, and without effect to its status as a “liquidating trust” for U.S. federal income tax purposes. The Creditor Recovery Trustee will make continuing efforts to resolve the Trust Causes of Action, dispose of the Creditor Recovery Trust Assets, make timely distributions and not unduly prolong the duration of the Creditor Recovery Trust.

(b) Relationship. This Agreement is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. Subject to Section 4.10(u), the Creditor Recovery Trust is not intended to be, and shall not be deemed to be, or be treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall the Creditor Recovery Trustee, or the Creditor Recovery Trust Beneficiaries for any purpose be, or be deemed to be or treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The relationship of the Creditor Recovery Trust Beneficiaries, on the one hand, to the Creditor Recovery Trustee, on the other hand, shall be solely that of a beneficiary of a trust and shall not be deemed a principal and agency relationship, and their rights shall be limited to those conferred upon them by the Plan, the Confirmation Order and this Agreement. Notwithstanding the foregoing, in the event of a final determination under section 1313(a) of the IRC that the Creditor Recovery Trust (excluding any Disputed Claims Reserves) does not qualify as a grantor trust, the Creditor Recovery Trust Beneficiaries and the Creditor Recovery Trustee intend that the Creditor Recovery Trust (excluding any Disputed Claims Reserves) be treated as a partnership for U.S. federal income tax purposes and will take all actions reasonably necessary to cause the Creditor Recovery Trust (excluding any Disputed Claims Reserves) to be treated as such.

(c) No Waiver of Claims. In accordance with section 1123(b)(3) of the Bankruptcy Code and subject to the terms and conditions of the Plan, the Creditor Recovery Trustee may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action contributed, whether by the Debtors or the Contributing Claimants, to the Creditor Recovery Trust (the "Trust Causes of Action"). No Entity may rely on the absence of a specific reference in the Plan to any Cause of Action against it as any indication that the Creditor Recovery Trustee will not pursue any and all Trust Causes of Action against such Entity. The Creditor Recovery Trustee expressly reserves all Trust Causes of Action for later adjudication, resolution, abandonment, settlement, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches, shall apply to such Trust Causes of Action upon, after or as a consequence of the Confirmation Order.

2.7 Appointment as Representative. Pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, the Creditor Recovery Trustee shall be the duly appointed representative of the Estates for certain limited purposes and, as such, to the extent provided herein, the Creditor Recovery Trustee succeeds to the rights and powers of a trustee in bankruptcy solely with respect to prosecution, resolution and settlement of the Trust Causes of Action and the Disputed Claims. Nothing in this Agreement or the Plan requires the Creditor Recovery Trustee to render any services or incur any costs with respect to any Debtor without adequate funding, as determined by the Creditor Recovery Trustee in its reasonable discretion. To the extent that any of the Trust Causes of Action cannot be transferred to the Creditor Recovery Trust because of a restriction on transferability under applicable non-bankruptcy law that is not superseded or preempted by section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, such Trust Causes of Action and rights shall be deemed to have been retained by the Debtors or the Contributing Claimant (other than for tax purposes), as applicable, and the Creditor Recovery Trustee shall be deemed to have been designated as a representative of the Debtors to the extent provided herein pursuant to section 1123(b)(3)(B) of the Bankruptcy Code solely to enforce and pursue such Trust Causes of Action on behalf of the Debtors or any Contributing Claimant, as applicable, for the

benefit of the Creditor Recovery Trust Beneficiaries. Notwithstanding the foregoing, all Creditor Recovery Trust Proceeds (excluding any Assets in a Disputed Claims Reserve) shall be distributed to the Creditor Recovery Trust Beneficiaries consistent with the provisions of the Plan, Confirmation Order, and this Agreement, including Section 6.2; *provided* that the Creditor Recovery Trustee shall use Cash from the Creditor Recovery Trust Assets to satisfy Allowed Professional Compensation Claims, fees of the Independent Fiduciary, and fees of the Ad Hoc Group of Crown Capital Noteholders in accordance with Article II.A of the Plan. For the avoidance of doubt, any of the Trust Causes of Action subject to this Section 2.7 shall be treated by the Parties for U.S. federal, state and local income tax purposes as transferred to the Creditor Recovery Trust as described in Section 2.2(f) herein.

ARTICLE III

CREDITOR RECOVERY TRUST INTERESTS

3.1 Creditor Recovery Trust Distributions. The Creditor Recovery Trust Beneficiaries shall be entitled to distributions from the Creditor Recovery Trust Proceeds (excluding any Assets in a Disputed Claims Reserve) in accordance with the terms of the Plan, the Confirmation Order, and this Agreement, including Section 6.2.

3.2 Interests Beneficial Only. The Creditor Recovery Trust Beneficiaries shall not be entitled to any title in or to the Creditor Recovery Trust Assets as such (which title shall be vested in the Creditor Recovery Trust) or to any right to call for a partition or division of the Creditor Recovery Trust Assets or to require an accounting.

3.3 Effect of Death, Incapacity or Bankruptcy. The death, incapacity or bankruptcy of any Creditor Recovery Trust Beneficiary during the term of the Creditor Recovery Trust shall not (i) operate to terminate the Creditor Recovery Trust, (ii) entitle the representatives or creditors of the deceased, incapacitated or bankrupt party to an accounting, (iii) entitle the representatives or creditors of the deceased, incapacitated or bankrupt party to take any action in the Bankruptcy Court or elsewhere for the distribution of the Creditor Recovery Trust Assets or for a partition thereof, or (iv) otherwise affect the rights and obligations of any of the Creditor Recovery Trust Beneficiaries under this Agreement.

3.4 Change of Address. Any Creditor Recovery Trust Beneficiaries may, after the Effective Date, select an alternative distribution address by providing notice to the Creditor Recovery Trustee identifying such alternative distribution address. Such notification shall be effective only upon receipt by the Creditor Recovery Trustee. Absent actual receipt of such notice by the Creditor Recovery Trustee, the Creditor Recovery Trustee shall not recognize any such change of distribution address.

3.5 Standing. No Creditor Recovery Trust Beneficiary shall have standing to direct the Creditor Recovery Trustee, subject to the provisions of Article V, to do or not to do any act or to institute any action or proceeding at law or in equity against any party upon or with respect to the Creditor Recovery Trust Assets.

ARTICLE IV
RIGHTS, POWERS AND DUTIES OF CREDITOR RECOVERY TRUSTEE

4.1 Role of the Creditor Recovery Trustee. In furtherance of and consistent with the purpose of the Creditor Recovery Trust and the Plan, subject to the terms and conditions contained in the Plan, the Confirmation Order and this Agreement, the Creditor Recovery Trustee shall, in accordance with Article V herein, (i) receive, manage, supervise and protect the Creditor Recovery Trust Assets upon the receipt of same by the Creditor Recovery Trust on behalf of and for the benefit of the Creditor Recovery Trust Beneficiaries; (ii) investigate, analyze, prosecute and, if necessary and appropriate, settle and compromise the Trust Causes of Action; (iii) prepare and file all required tax returns and pay all taxes and all other obligations of the Creditor Recovery Trust; (iv) liquidate and convert the Creditor Recovery Trust Assets to Cash and make distributions to the Creditor Recovery Trust Beneficiaries in accordance with Articles V and VI herein; and (v) have all such other responsibilities as may be vested in the Creditor Recovery Trustee pursuant to the Plan, the Confirmation Order, this Agreement, and all other applicable orders of the Bankruptcy Court. All decisions and duties with respect to the Creditor Recovery Trust and the Creditor Recovery Trust Assets to be made and fulfilled, respectively, by the Creditor Recovery Trustee shall be carried out in accordance with the Plan, the Confirmation Order, this Agreement (including the provisions of Article V) and all other applicable orders of the Bankruptcy Court. In all circumstances, the Creditor Recovery Trustee shall act in the best interests of all Creditor Recovery Trust Beneficiaries and in furtherance of the purpose of the Creditor Recovery Trust, and shall use commercially reasonable efforts to prosecute, settle or otherwise resolve the Trust Causes of Action and to make timely distributions of any Creditor Recovery Trust Proceeds realized therefrom and to otherwise monetize the Creditor Recovery Trust Assets and not unreasonably prolong the duration of the Creditor Recovery Trust.

4.2 Power to Contract. In furtherance of the purpose of the Creditor Recovery Trust, and except as otherwise specifically restricted in the Plan, Confirmation Order, or this Agreement (including the provisions of Article V), the Creditor Recovery Trustee shall have the right and power on behalf of the Creditor Recovery Trust, and also may cause the Creditor Recovery Trust, to enter into any covenants or agreements binding the Creditor Recovery Trust, and to execute, acknowledge and deliver any and all instruments that are necessary or deemed by the Creditor Recovery Trustee to be consistent with and advisable in furthering the purpose of the Creditor Recovery Trust.

4.3 Ultimate Right to Act Based on Advice of Counsel or Other Professionals. Nothing in this Agreement shall be deemed to prevent the Creditor Recovery Trustee from taking or refraining to take any action on behalf of the Creditor Recovery Trust that, based upon the advice of counsel or other professionals, the Creditor Recovery Trustee determines in good faith that it is obligated to take or to refrain from taking in the performance of any duty that the Creditor Recovery Trustee may owe the Creditor Recovery Trust Beneficiaries or any other Entity pursuant to the Plan, Confirmation Order, or this Agreement.

4.4 Authority to Prosecute and Settle Trust Causes of Action.

(a) Subject to the provisions of this Agreement, including Article V herein, the Plan, and the Confirmation Order, the Creditor Recovery Trustee shall prosecute, pursue,

compromise, settle, or abandon any and all Trust Causes of Action that have not already been resolved as of the Effective Date. The Creditor Recovery Trustee shall have the absolute right to pursue, not pursue, release, abandon, and/or settle any and all Trust Causes of Action (including any counterclaims asserted against the Creditor Recovery Trust) as it determines in the best interests of the Creditor Recovery Trust Beneficiaries, and consistent with the purposes of the Creditor Recovery Trust, and shall have no liability for the outcome of its decision.

(b) To the extent that any action has been taken to prosecute or otherwise resolve any Trust Causes of Action prior to the Effective Date by the Debtors or any Contributing Claimant, on the Effective Date, the Creditor Recovery Trustee shall be substituted for the Debtors or the Contributing Claimants, as the case may be, in connection therewith in accordance with Rule 25 of the Federal Rules of Civil Procedure, made applicable to the Creditor Recovery Trust by Bankruptcy Rule 7025, and the caption with respect to such pending litigation shall be changed to the following, at the option of the Creditor Recovery Trust: “[Name of Trustee], as Trustee for the CBRM Creditor Recovery Trust v. [Defendant]” or “CBRM Creditor Recovery Trust v. [Defendant].” Without limiting the foregoing, the Creditor Recovery Trustee shall take any and all actions necessary or prudent to intervene as plaintiff, movant or additional party, as appropriate, with respect to any applicable Cause of Action. For purposes of exercising its powers, the Creditor Recovery Trustee shall be deemed to be a representative of the Estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code.

(c) Subject to Section 4.4(a), any determinations by the Creditor Recovery Trustee, with regard to the amount or timing of settlement or other disposition of any Trust Causes of Action settled in accordance with the terms of this Agreement shall be conclusive and binding on the Creditor Recovery Trust Beneficiaries and all other parties in interest following the entry of an order of a court of competent jurisdiction (including, as relevant, a Final Order issued by the Bankruptcy Court) approving such settlement or other disposition, to the extent any such order is required to be obtained to enforce any such determinations.

4.5 Liquidation of Creditor Recovery Trust Assets. The Creditor Recovery Trustee, in the exercise of its reasonable business judgment, shall, in an expeditious but orderly manner and subject to the other provisions of the Plan, the Confirmation Order, and this Agreement (including Section 2.2 and the provisions of Article V), liquidate and convert to Cash the Creditor Recovery Trust Assets, make timely distributions in accordance with the terms of the Plan, the Confirmation Order, and this Agreement (including Section 6.2), and not unduly prolong the existence of the Creditor Recovery Trust. The Creditor Recovery Trustee shall exercise reasonable business judgment and liquidate the Creditor Recovery Trust Assets to maximize net recoveries to the Creditor Recovery Trust Beneficiaries, *provided, however*, that the Creditor Recovery Trustee shall be entitled to take into consideration the risks, timing, and costs of potential actions in making determinations as to the methodologies to be employed to maximize such recoveries. Such liquidations may be accomplished through the prosecution, compromise and settlement, abandonment or dismissal of any or all of the Trust Causes of Action or otherwise or through the sale or other disposition of the Creditor Recovery Trust Assets (in whole or in combination). The Creditor Recovery Trustee may incur any reasonable and necessary expenses in connection with the liquidation of the Creditor Recovery Trust Assets and distribution of the Creditor Recovery Trust Proceeds subject to the provisions of the Plan and the Confirmation Order.

4.6 Distributions. Subject to Sections 4.8, 4.10, and 4.11 hereof, and the provisions of this Section 4.6, any non-Cash property of the Creditor Recovery Trust may be sold, transferred, abandoned or otherwise disposed of by the Creditor Recovery Trustee. Notice of such sale, transfer, abandonment or disposition shall be provided to the Creditor Recovery Trust Beneficiaries pursuant to the reporting obligations provided in Section 4.13 of this Agreement. If, in the Creditor Recovery Trustee's reasonable judgment, such property cannot be sold in a commercially reasonable manner, or the Creditor Recovery Trustee believes, in good faith, such property has no value to the Creditor Recovery Trust, the Creditor Recovery Trustee shall have the right to abandon or otherwise dispose of such property. Except in the case of fraud, willful misconduct, or gross negligence, no party in interest shall have a Cause of Action against the Creditor Recovery Trust, the Creditor Recovery Trustee, or any of their directors, officers, employees, consultants, or professionals arising from or related to the disposition of non-Cash property in accordance with this Section 4.6.

4.7 Retention of Counsel and Other Professionals. The Creditor Recovery Trust may, but shall not be required to, retain such Creditor Recovery Trust Professionals as the Creditor Recovery Trustee deems necessary to aid it in fulfilling its obligations under this Agreement, the Confirmation Order, and the Plan, and on whatever reasonable and/or customary fee arrangements the Creditor Recovery Trustee deems appropriate, including contingency fee arrangements, but without application to or order of the Bankruptcy Court. The Creditor Recovery Trustee may pay the reasonable salaries, fees and expenses of such Entities in the ordinary course of business and neither the Creditor Recovery Trustee nor any Creditor Recovery Trust Beneficiary shall have any liability or obligation for any fees or expenses of any such professional. For the avoidance of doubt, prior employment in any capacity in the Debtors' bankruptcy cases on behalf of the Debtors, their estates, the Ad Hoc Group of Crown Capital Noteholders, any committee appointed under Bankruptcy Code Section 1102, or any creditors shall not preclude the Creditor Recovery Trust's retention of such professionals, consultants, or other persons.

4.8 Management of Creditor Recovery Trust Assets.

(a) Except as otherwise provided in the Plan, the Confirmation Order or this Agreement, and subject to Treasury Regulations governing Creditor Recovery Trusts and the retained jurisdiction of the Bankruptcy Court as provided for in the Plan, but without prior or further authorization, the Creditor Recovery Trustee may, to the extent provided in this Agreement, control and exercise authority over the Creditor Recovery Trust Assets, over the management and disposition thereof, and over the management and conduct of the Creditor Recovery Trust, in each case, as necessary or advisable to enable the Creditor Recovery Trustee to fulfill the intents and purposes of this Agreement. No Entity dealing with the Creditor Recovery Trust will be obligated to inquire into the authority of the Creditor Recovery Trustee in connection with the acquisition, management or disposition of the Creditor Recovery Trust Assets.

(b) In connection with the management and use of the Creditor Recovery Trust Assets and except as otherwise expressly limited in the Plan, the Confirmation Order or this Agreement, the Creditor Recovery Trust will have, in addition to any powers conferred upon the Creditor Recovery Trust by any other provision of this Agreement, the power to take any and all actions as, in the Creditor Recovery Trustee's reasonable discretion, are necessary or advisable to effectuate the primary purposes of the Creditor Recovery Trust, as set forth herein, including,

without limitation, the power and authority to (i) pay taxes and other obligations owed by the Creditor Recovery Trust or incurred by the Creditor Recovery Trustee; (ii) engage and compensate the Creditor Recovery Trust Professionals to assist the Creditor Recovery Trustee with respect to their respective responsibilities; (iii) object to, compromise, and settle Disputed Claims, subject to Bankruptcy Court approval, if applicable; (iv) commence and/or pursue any and all actions involving the Trust Causes of Action that could arise or be asserted at any time, unless otherwise limited, waived, released, compromised, settled, or relinquished in the Plan, the Confirmation Order, or this Agreement; and (v) perform its obligations under the Plan, this Agreement, and applicable orders of the Bankruptcy Court (including, as applicable, the Confirmation Order).

4.9 Investment of Cash. The right and power of the Creditor Recovery Trustee to invest the Creditor Recovery Trust Assets, the proceeds thereof, or any income earned by the Creditor Recovery Trust shall be limited to the right and power to invest such Creditor Recovery Trust Assets only in Cash and U.S. Government securities as defined in section 2(a)(16) of the Investment Company Act; *provided, however*, that (a) the scope of any such permissible investments shall be further limited to include only those investments that a liquidating trust within the meaning of Treasury Regulation Section 301.7701-4(d), may be permitted to hold, pursuant to the Treasury Regulations, Revenue Procedures, or any modification in the Internal Revenue Service guidelines, whether set forth in Internal Revenue Service rulings, other Internal Revenue Service pronouncements, or otherwise, (b) the Creditor Recovery Trustee may retain any Creditor Recovery Trust Assets received that are not Cash only for so long as may be required for the prompt and orderly liquidation of such assets, and (c) the Creditor Recovery Trustee may expend the Creditor Recovery Trust Assets (i) as reasonably necessary to meet contingent liabilities and maintain the value of the Creditor Recovery Trust Assets during liquidation, (ii) to pay reasonable and documented administrative expenses (including, but not limited to, any taxes imposed on the Creditor Recovery Trust or reasonable fees and expenses in connection with liquidating the Creditor Recovery Trust Assets), subject in all cases to Section 2.4 of this Agreement, and (iii) to satisfy other liabilities incurred or assumed by the Creditor Recovery Trust (or to which the Creditor Recovery Trust Assets are otherwise subject), in each case in accordance with the Plan and this Agreement.

4.10 Additional Powers of the Creditor Recovery Trustee. In addition to any and all of the powers enumerated above, and except as otherwise provided in the Plan, the Confirmation Order or this Agreement, and subject to the Treasury Regulations governing Creditor Recovery Trusts and the retained jurisdiction of the Bankruptcy Court as provided for in the Plan, the Creditor Recovery Trustee, as provided in this Agreement, shall be empowered to:

(a) except to the extent Disputed Claims have been previously Allowed, control and effectuate the Disputed Claims reconciliation process, including to object to, seek to subordinate, compromise or settle any and all Disputed Claims;

(b) make Distributions to Creditor Recovery Trust Beneficiaries as set forth in, and implement the wind-down pursuant to, the Plan;

(c) hold legal title to any and all rights in or arising from the Creditor Recovery Trust Assets, including, but not limited to, the right to collect any and all money and other property belonging to the Creditor Recovery Trust (including any Creditor Recovery Trust Proceeds);

(d) perform the duties, exercise the powers, and assert the rights of a trustee under sections 704 and 1106 of the Bankruptcy Code with respect to the Creditor Recovery Trust Assets, including the right to assert claims, defenses, offsets, and privileges, subject in all cases to Section 2.2 hereof;

(e) protect and enforce the rights of the Creditor Recovery Trust in and to the Creditor Recovery Trust Assets by any method deemed reasonably appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium, or similar law (whether foreign or domestic) and general principles of equity;

(f) determine and satisfy any and all liabilities created, incurred or assumed by the Creditor Recovery Trust;

(g) subject to Section 2.3, assert, enforce, release, or waive any Privilege or defense on behalf of the Creditor Recovery Trust or the Creditor Recovery Trust Assets, as applicable;

(h) make all payments relating to the Creditor Recovery Trust;

(i) obtain reasonable insurance coverage with respect to the potential liabilities and obligations of the Creditor Recovery Trust and the Creditor Recovery Trustee (in the form of a directors and officers policy, an errors and omissions policy, or otherwise, all at the sole cost and expense of the Creditor Recovery Trust);

(j) (i) receive, manage, invest, supervise, protect, and liquidate the Creditor Recovery Trust Assets, withdraw and make distributions from and pay taxes and other obligations owed by the Creditor Recovery Trust from funds held by the Creditor Recovery Trustee and/or the Creditor Recovery Trust in the Creditor Recovery Trust Account and (ii) withdraw and make distributions from and pay taxes and other obligations owed in respect of any Disputed Claims or any Disputed Claims Reserve from the applicable Disputed Claims Reserve in accordance with the Plan, as long as such actions are consistent with the Creditor Recovery Trust's status as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d) and are merely incidental to its liquidation and dissolution;

(k) prepare, or have prepared, and file, if necessary, with the appropriate Governmental Unit any and all tax returns, information returns, and other required documents with respect to the Creditor Recovery Trust or any Disputed Claims Reserve (including, without limitation, U.S. federal, state, local or foreign tax or information returns required to be filed by the Creditor Recovery Trust or any Disputed Claims Reserve), cause all taxes payable by the Creditor Recovery Trust or any Disputed Claims Reserve to be paid exclusively out of the Creditor Recovery Trust Assets or any Disputed Claims Reserve, as applicable, make all tax withholdings, and file and prosecute tax refund claims on behalf of the Creditor Recovery Trust or any Disputed Claims Reserve;

(l) request any appropriate tax determination with respect to the Debtors, the Creditor Recovery Trust, or any Disputed Claims Reserve, including, without limitation, a determination pursuant to section 505 of the Bankruptcy Code;

(m) make tax elections by and on behalf of the Creditor Recovery Trust and the Disputed Claims Reserves, which are deemed by the Creditor Recovery Trustee, either independently or with the advice of Creditor Recovery Trust Professionals, to be in the best interest of maximizing the liquidation value of the Creditor Recovery Trust Assets;

(n) investigate, analyze, compromise, adjust, arbitrate, mediate, sue on or defend, pursue, prosecute, abandon, dismiss, exercise rights, powers and privileges with respect to or otherwise deal with and settle, in accordance with the terms set forth in this Agreement, the Trust Causes of Action;

(o) subject to applicable law, seek the examination of any Entity or Person, with respect to the Trust Causes of Action;

(p) retain and reasonably compensate for services rendered and expenses incurred by Creditor Recovery Trust Professionals to perform such reviews and/or audits of the financial books and records of the Creditor Recovery Trust as may be appropriate in the Creditor Recovery Trustee's reasonable discretion and to prepare and file any tax returns or informational returns for the Creditor Recovery Trust as may be required;

(q) take or refrain from taking any and all actions the Creditor Recovery Trustee reasonably deems necessary for the continuation, protection, and maximization of the Creditor Recovery Trust Assets consistent with the purposes hereof; *provided* that the Creditor Recovery Trustee shall use Cash from the Creditor Recovery Trust Assets to satisfy Allowed Professional Compensation Claims, fees of the Independent Fiduciary, and fees of the Ad Hoc Group of Crown Capital Noteholders in accordance with Article II.A of the Plan;

(r) take all steps and execute all instruments and documents the Creditor Recovery Trustee reasonably deems necessary to effectuate the Creditor Recovery Trust;

(s) liquidate any remaining Creditor Recovery Trust Assets, and provide for the distributions therefrom in accordance with the provisions of the Plan, the Confirmation Order and this Agreement;

(t) take all actions the Creditor Recovery Trustee reasonably deems necessary to comply with the Plan, the Confirmation Order, and this Agreement (including all obligations thereunder);

(u) in the event that the Creditor Recovery Trust shall fail or cease to qualify as a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), take any and all necessary actions as it shall reasonably deem appropriate to have such assets treated as held by an entity classified as a partnership for federal, state, and local tax purposes; and

(v) exercise such other powers as may be vested in the Creditor Recovery Trustee pursuant to the Plan, the Confirmation Order, this Agreement, any order of the Bankruptcy Court or as otherwise determined by the Creditor Recovery Trustee to be reasonably necessary and proper to carry out the obligations of the Creditor Recovery Trustee in relation to the Creditor Recovery Trust.

4.11 Limitations on Power and Authority of the Creditor Recovery Trustee. The Creditor Recovery Trustee will not have the authority to do any of the following:

(a) take any action in contravention of the Plan, the Confirmation Order, or this Agreement (including the provisions of Article V);

(b) take any action that would make it impossible to carry on the activities of the Creditor Recovery Trust;

(c) possess property of the Creditor Recovery Trust or assign the Creditor Recovery Trust's rights in specific property for any purpose other than as provided herein;

(d) cause or permit the Creditor Recovery Trust to engage in any trade or business or utilize or dispose of any part of the Creditor Recovery Trust Assets or the proceeds, revenue or income therefrom in furtherance of any trade of business;

(e) dissolve the Creditor Recovery Trust other than in accordance with Sections 10.1 and 10.2 of this Agreement;

(f) receive transfers of any listed stocks or securities or any readily marketable assets or any operating assets of a going business, except as may be required (x) under the Plan and the Confirmation Order, (y) as reasonably necessary for the protection, conservation, or maintenance of value of the Creditor Recovery Trust Assets in furtherance of efforts to liquidate the Creditor Recovery Trust Assets, and (z) otherwise in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684; *provided, however*, that in no event shall the Creditor Recovery Trust receive any such investment that would jeopardize treatment of the Creditor Recovery Trust as a "liquidating trust" for federal income tax purposes under Treasury Regulation section 301.7701-4(d), or any successor provision thereof;

(g) retain Cash in excess of a reasonable amount necessary to (w) satisfy any liabilities of the Creditor Recovery Trust, (x) to protect, conserve or maintain the value of the Creditor Recovery Trust Assets, (y) to meet any Claims and contingent liabilities and (z) to establish and maintain the reserves contemplated by the Plan or this Agreement;

(h) receive or retain any operating assets of an operating business, a partnership interest in a partnership that holds operating assets or 50% or more of the stock of a corporation with operating assets other than in furtherance of the protection, conservation, or maintenance of value of the Creditor Recovery Trust Assets in furtherance of efforts to liquidate the Creditor Recovery Trust Assets; *provided, however*, that in no event shall the Creditor Recovery Trustee receive or retain any such asset or interest that would jeopardize treatment of the Creditor Recovery Trust as a "liquidating trust" for federal income tax purposes under Treasury Regulation section 301.7701-4(d) or any successor provision thereof; or

(i) take any other action or engage in any investments or activities that would jeopardize treatment of the Creditor Recovery Trust as a liquidating trust for federal income tax purposes under Treasury Regulation section 301.7701-4(d), or any successor provision thereof.

4.12 Books and Records. The Creditor Recovery Trustee shall maintain books and records relating to the Creditor Recovery Trust Assets (including income realized therefrom and the Creditor Recovery Trust Proceeds) and the payment of, costs and expenses of, and liabilities for claims against or which, pursuant to the Plan, are the responsibility of the Creditor Recovery Trust in such detail and for such period of time as may be necessary to enable the Creditor Recovery Trustee to make full and proper accounting in respect thereof and in accordance with applicable law. Such books and records shall be maintained as reasonably necessary to facilitate compliance with the tax reporting requirements of the Creditor Recovery Trust. Nothing in this Agreement requires the Creditor Recovery Trustee to file any accounting or seek approval of any court with respect to the administration of the Creditor Recovery Trust or as a condition for managing any payment or distribution out of the Creditor Recovery Trust Assets, except as may otherwise be set forth in the Plan or the Confirmation Order.

4.13 Reports.

(a) Financial and Status Reports. The fiscal year of the Creditor Recovery Trust shall be the calendar year. Within [ninety (90)] days after the end of each calendar year during the term of the Creditor Recovery Trust, and within [forty-five (45)] days after the end of each calendar quarter during the term of the Creditor Recovery Trust (other than the fourth quarter) and as soon as practicable upon termination of the Creditor Recovery Trust, the Creditor Recovery Trustee shall make available to the Creditor Recovery Trust Beneficiaries and the Creditor Recovery Trust Advisory Committee, as of the end of such period or such date of termination, a written report including: (i) financial statements of the Creditor Recovery Trust for such period, and, if the end of a calendar year, an unaudited report (which may be prepared by an independent certified public accountant employed by the Creditor Recovery Trustee) reflecting the result of such procedures relating to the financial accounting administration of the Creditor Recovery Trust as may be adopted by the Creditor Recovery Trustee; (ii) a summary description of any action taken by the Creditor Recovery Trust which, in the judgment of the Creditor Recovery Trustee, materially affects the Creditor Recovery Trust and of which notice has not previously been given to the Creditor Recovery Trust Beneficiaries; (iii) a description of the progress of liquidating the Creditor Recovery Trust Assets and making distributions to the Creditor Recovery Trust Beneficiaries, which description shall include a written report providing, among other things, a summary of the litigation status of the Trust Causes of Action transferred to the Creditor Recovery Trust, any settlements entered into by the Creditor Recovery Trust with respect to the Trust Causes of Action, the Creditor Recovery Trust Proceeds recovered to date, and the distributions made by the Creditor Recovery Trust to date; (iv) payments made to the Creditor Recovery Trustee and the Creditor Recovery Trust Professionals (including fees and expenses paid to contingency fee counsel); and (v) any other material information relating to the Creditor Recovery Trust Assets and the administration of the Creditor Recovery Trust deemed appropriate to be disclosed by the Creditor Recovery Trustee. In addition, the Creditor Recovery Trust shall provide unaudited financial statements to each Creditor Recovery Trust Beneficiary on a quarterly basis (which may be quarterly operating reports filed with the Bankruptcy Court). The Creditor Recovery Trustee may post any such report on a website maintained by the Creditor Recovery Trust or electronically file it with the Bankruptcy Court in lieu of actual notice to each Creditor Recovery Trust Beneficiary. The Creditor Recovery Trustee shall respond, as soon as reasonably practicable, to reasonable requests for information (to the extent available) described in this clause (a) that is reasonably requested from Creditor Recovery Trust Beneficiaries during reasonable business hours, in each

case, to the extent such requests do not (i) request the disclosure of privileged or confidential information, (ii) request the disclosure of information which would not be in the best interest of the Creditor Recovery Trust (in the reasonable discretion of the Creditor Recovery Trustee), and (iii) interfere with the duties of the Creditor Recovery Trustee hereunder. Notwithstanding anything to the contrary contained in this Agreement, the Creditor Recovery Trustee shall not be required to make available (through reporting or response to requests) any information if the disclosure of such information, in its sole discretion, would (i) constitute a violation of the Creditor Recovery Trustee's confidentiality or other non-disclosure obligations pursuant to a contract or a court order, or (ii) prejudice or harm the investigation or pursuit of any Trust Causes of Action.

(b) Annual Plan and Budget. The Creditor Recovery Trustee shall prepare and adopt an annual plan and budget as the Creditor Recovery Trustee deems reasonably appropriate.

ARTICLE V

ADVISORY COMMITTEE

5.1 Creditor Recovery Trust Advisory Committee. The Creditor Recovery Trust Advisory Committee (the "Advisory Committee") is hereby created in accordance with the Plan. The Advisory Committee initially shall be composed of the following members: [_____, _____, and _____] (each, a "Member," and collectively, the "Members"), all of whom hereby accept their appointment as Members of the Advisory Committee. The Advisory Committee may authorize its own dissolution by filing with the Bankruptcy Court an appropriate notice that its responsibilities under this Agreement have concluded. Unless already dissolved, the Advisory Committee shall be dissolved as of the earlier of (i) the date upon which each Member receives a distribution from the Creditor Recovery Trust in full satisfaction of its respective Allowed Claim; or (ii) the date the Chapter 11 Case is closed. Further provisions as relating to the Advisory Committee are as follows:

(a) Actions Requiring Consultation with the Advisory Committee. The Creditor Recovery Trustee shall consult with the Advisory Committee (which may occur by negative notice) prior to taking any action regarding any of the following matters: (i) the distribution, disposition or abandonment of any non-Cash Creditor Recovery Trust Assets having a valuation in excess of \$[250,000]; (ii) the settlement, compromise, or other resolution of any Disputed Claim, wherein the Allowed amount of the asserted Claim exceeds \$250,000; (iii) the exercise of any right or action set forth in this Agreement that expressly requires consultation with the Advisory Committee; (iv) the borrowing of any funds by the Creditor Recovery Trust or pledge of any portion of the Creditor Recovery Trust Assets; and (v) any matter which could reasonably be expected to have a material adverse effect, as determined by the Creditor Recovery Trustee in consultation with legal counsel, on the amount of distributions to be made by the Creditor Recovery Trust.

(b) Creditor Recovery Trustee's Conflict of Interest. The Creditor Recovery Trustee shall disclose to the Advisory Committee any conflicts of interest (actual or potential) that the Creditor Recovery Trustee has with respect to any matter arising during administration of the Creditor Recovery Trust. In the event that the Creditor Recovery Trustee cannot take any action by reason of an actual or potential conflict of interest, the Advisory Committee, acting by majority,

shall be authorized to take any such action(s) in the Creditor Recovery Trustee's place and stead, including without limitation the retention of professionals (which may include professionals retained by the Creditor Recovery Trustee) for the purpose of taking such actions. The Bankruptcy Court shall hear and finally determine any dispute arising out of this section.

(c) To the extent required under this Agreement or the Plan, the Creditor Recovery Trustee may satisfy its consultation requirement by providing written notice, which may be in the form of an email, to the Advisory Committee [five (5) business days] (or less if the circumstances require it as determined by the Creditor Recovery Trustee in his or her sole discretion) prior to the proposed action.

(d) Any Member of the Advisory Committee may resign at any time on notice (including email notice) to the other Members of the Advisory Committee and to the Creditor Recovery Trustee. Any such resignation shall be effective on the later of: (i) the date specified in the notice delivered to the Creditor Recovery Trustee and the other Members; and (ii) the date that is thirty (30) days after the date such notice is delivered. In the event of the resignation, death, incapacity, or removal of a Member of the Advisory Committee, the remaining Members of the Advisory Committee, in consultation with the Creditor Recovery Trustee, shall select and appoint a replacement Member. In the event that no one is willing to serve as a replacement Member on the Advisory Committee for a period of [thirty (30)] consecutive days after the departure of the Member at issue, then the Creditor Recovery Trustee may, during such vacancy and thereafter, ignore any reference in this Agreement, the Plan, or the Confirmation Order to the Advisory Committee, and all references to the Advisory Committee's rights and responsibilities under this Agreement, the Plan, or the Confirmation Order will be null and void.

(e) Each member of the Advisory Committee and its representatives shall have no liability for any actions or omissions in accordance with this Agreement or with respect to the Creditor Recovery Trust unless arising out of such Entity's own fraud, willful misconduct or gross negligence. Unless arising out of such Entity's own fraud, willful misconduct or gross negligence, in performing its duties under this Agreement, each member of the Advisory Committee and its representatives (as applicable) shall have no liability for any action taken by such Entity in good faith, in the reasonable belief that such action was in the best interests of the Creditor Recovery Trust and/or in accordance with the advice of the Creditor Recovery Trustee, the Creditor Recovery Trust Professionals retained by the Creditor Recovery Trust, or its own professionals.

ARTICLE VI

DISTRIBUTIONS

6.1 Distributions Generally. Subject to the terms of Section 6.2 below, from time to time (but no less frequently than semi-annually), the Creditor Recovery Trustee or its designated agent (which agent must be reasonably acceptable to the Creditor Recovery Trust Beneficiaries) shall make a determination of the amount of Cash available for distribution to the Creditor Recovery Trust Beneficiaries, which shall include the amount of Cash then on hand (including the net income and the Creditor Recovery Trust Proceeds, if any, from any disposition of Trust Causes of Action, any Cash received on account of or representing Creditor Recovery Trust Proceeds, and treating as Cash for purposes of this Section 6.1 any permitted investments under Section 4.9 and excluding any Cash or other amounts in any Disputed Claims Reserve), reduced by any such

amounts that are reasonably necessary to (i) meet contingent liabilities and to maintain the value of the Creditor Recovery Trust Assets during liquidation, (ii) pay reasonable incurred or anticipated expenses of the Creditor Recovery Trust (including, but not limited to, any taxes imposed on or payable by the Creditor Recovery Trust or in respect of the Creditor Recovery Trust Assets and fees and expenses of professionals retained on behalf of the Creditor Recovery Trust), or (iii) satisfy other liabilities incurred or anticipated by the Creditor Recovery Trust in accordance with the Plan or this Agreement (which amounts under (i) through (iii) above shall have priority in distribution ahead of any distributions to the Creditor Recovery Trust Beneficiaries). The Creditor Recovery Trustee shall then distribute all such available Cash to the Creditor Recovery Trust Beneficiaries in accordance with the Plan, the Confirmation Order, and this Agreement.

Subject to the terms of Section 6.2 below, distributions shall be made to the Creditor Recovery Trust Beneficiaries in the following order of priority:

First, to the holders of claims for compensation as provided under the last sentence of Article II.A of the Plan until paid in full;

Second, to the holders of Crown Capital Unsecured Claims until paid in full (including postpetition interests); and

Third, to the holders of RH New Orleans Unsecured Claims, CBRM Unsecured Claims, and the Spano CBRM Claim, in the priority as provided for in the Plan, until paid in full (including postpetition interest).

6.2 Distribution of Contributed Claims Proceeds. Notwithstanding anything to the contrary herein, and in accordance with Article IV.J of the Plan, with respect to any proceeds received from the prosecution and, if necessary and appropriate, settlement and compromise of any Contributed Claim (the “Contributed Claim Proceeds”), the Creditor Recovery Trustee or its designated agent (which agent must be reasonably acceptable to the Creditor Recovery Trust Beneficiaries) shall distribute such Contributed Claim Proceeds to the Contributing Claimants on a pro-rata basis and shall not distribute any such Contributed Claim Proceeds to any Creditor Recovery Trust Beneficiary that did not elect to contribute its claims to the Creditor Recovery Trust.

6.3 Address for Delivery. Any distributions to be made by the Creditor Recovery Trustee to the holder of an Allowed Claim under this Agreement and the Plan shall be made at the last-known address for each such holder as indicated on the Creditor Recovery Trust’s records as of the applicable distribution date, which, subject to Section 3.4 hereof, for each holder of an Allowed Claim shall be deemed to be the address set forth (i) in the Schedules, (ii) on the Proof of Claim filed by such holder, (iii) in any notice of assignment filed with the Bankruptcy Court with respect to such Claim pursuant to Bankruptcy Rule 3001(e), or (iv) in any notice served by such holder giving details of a change of address.

6.4 Undeliverable and Unclaimed Distributions.

(a) If any distribution to any holder is returned as undeliverable, no distribution to such holder shall be made unless and until the Creditor Recovery Trustee is notified in writing of the then-current address of such holder, at which time such distribution shall be made as soon

as reasonably practicable after such distribution has become deliverable or has been claimed to such holder without interest. Nothing contained herein shall require the Creditor Recovery Trustee to attempt to locate any holder of an Allowed Claim.

(b) Any holder of an Allowed Claim that does not assert its right to an undeliverable distribution prior to the date that is six months after the applicable distribution date will be forever barred from asserting any such Claim against the Creditor Recovery Trust and the Creditor Recovery Trust Assets. In such cases, (a) the undeliverable distribution shall be deemed to be unclaimed property under section 347(b) of the Bankruptcy Code and vest in the Creditor Recovery Trust (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary), (b) the Allowed Claims with respect to such distribution shall be automatically cancelled, (c) the right of the holders entitled to those distributions shall be discharged and forever barred, and (d) the undeliverable distribution shall be reserved or distributed in accordance with the Plan and this Agreement.

6.5 Time Bar to Cash Payments. Any check issued by the Creditor Recovery Trust on account of an Allowed Claim shall be null and void if not negotiated within 90 days after the issuance of such check. Requests for reissuance of any check shall be made directly to the Creditor Recovery Trustee by the holder of the relevant Allowed Claim with respect to which such check originally was issued. If any holder of an Allowed Claim holding an unnegotiated check does not request reissuance of that check within six months after the date the check was mailed or otherwise delivered to the holder, the entitlement of the holder regarding such unnegotiated check and the funds represented thereby shall be released and the holder thereof shall be forever barred, estopped and enjoined from asserting any claim with respect to such unnegotiated check and the funds represented thereby against any of the Debtors, the Creditor Recovery Trust, or the Creditor Recovery Trustee. In such cases, any Cash held for payment on account of such unnegotiated check shall be deemed to be unclaimed property and shall vest in the Creditor Recovery Trust, free of any Claims of such holder with respect thereto (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary).

6.6 Manner of Payment. Any distribution of Cash by the Creditor Recovery Trust shall be made by the Creditor Recovery Trustee, in the sole discretion of the Creditor Recovery Trustee, either (i) via a check drawn on or wire or ACH transfer from, a bank account established in the name of the Creditor Recovery Trust on or subsequent to the Confirmation Date at a domestic bank selected by the Creditor Recovery Trustee (the "Creditor Recovery Trust Account"), or (ii) as may be appropriate under the circumstances and mutually agreed between the Creditor Recovery Trustee and the recipient of such distribution.

6.7 Fractional Distributions. The Creditor Recovery Trustee shall not be required to make on account of any Allowed Claim partial distributions if any portion of such Claim remains in dispute, or payments of fractions of dollars. Fractions of dollars shall be rounded to the nearest whole unit (with any amount equal to or less than one-half dollar to be rounded down).

6.8 De Minimis Distributions. The Creditor Recovery Trustee shall not be required to make a distribution if the amount of Cash to be distributed is less than \$100 to any one claimant in a single distribution. Any funds so withheld and not distributed shall be held in reserve and distributed to such claimant in subsequent distributions except if the aggregate distributions

(including the final distribution) to be made by the Creditor Recovery Trust to such claimant is less than \$100, in which case such amount shall be included in the Dissolution Process set forth in Section 10.1 of this Agreement.

6.9 Business Day. Any payment or distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

6.10 Withholding Taxes. The Creditor Recovery Trustee may deduct and withhold taxes from any and all amounts otherwise distributable to any Entity determined in the Creditor Recovery Trustee's reasonable discretion, required by this Agreement, any law, regulation, rule, ruling, directive, treaty or other governmental requirement in accordance with Section 9.4 hereof.

6.11 Disputed Claims Reserves. The Creditor Recovery Trust shall be authorized, but not directed, to establish one or more Creditor Recovery Trust Disputed Claims Reserves. The Creditor Recovery Trustee may, in its sole discretion, hold any property to be distributed pursuant to the Plan, in the same proportions and amounts as provided for in the Plan, in the Creditor Recovery Trust Disputed Claims Reserve in trust for the benefit of the holders of Disputed Claims ultimately determined to be Allowed after the Effective Date and payable by the Creditor Recovery Trust under the Plan. To the extent payable by the Creditor Recovery Trust under the Plan, the Creditor Recovery Trust shall distribute such amounts (net of any expenses, including any taxes relating thereto or otherwise payable by the Creditor Recovery Trust Disputed Claims Reserve), as provided in the Plan, as such Claims are resolved by a Final Order or agreed to by settlement, and such amounts will be distributable on account of such Claims as such amounts would have been distributable had such Claims been Allowed Claims as of the Effective Date. Amounts remaining in the Creditor Recovery Trust Disputed Claims Reserve, if any, after the resolution of all applicable Disputed Claims and the satisfaction of all applicable Allowed Disputed Claims payable by the Creditor Recovery Trust under the Plan shall promptly be transferred to the Creditor Recovery Trust, without any further notice to, action, order, or approval of the Bankruptcy Court or by any other Entity.

ARTICLE VII

THE CREDITOR RECOVERY TRUSTEE GENERALLY

7.1 Independent Creditor Recovery Trustee. The Creditor Recovery Trustee, in accordance with the Plan and the Confirmation Order, shall be a professional natural person, entity or financial institution.

7.2 Creditor Recovery Trustee's Term of Service, Compensation and Reimbursement.

(a) Term of Service. The Creditor Recovery Trustee shall serve as of the Effective Date until: (a) the completion of all of the Creditor Recovery Trustee's duties, responsibilities and obligations under this Agreement and the Plan; (b) termination of the Creditor Recovery Trust in accordance with this Agreement; or (c) the Creditor Recovery Trustee's death or dissolution, incapacitation, resignation or removal.

(b) Compensation. The Creditor Recovery Trustee shall receive compensation from the Creditor Recovery Trust as provided in a separate engagement letter (the "Creditor Recovery Trustee Compensation"). The compensation of the Creditor Recovery Trustee may be

modified from time to time by agreement of the Creditor Recovery Trustee and the Creditor Recovery Trust Advisory Committee or, if the Chapter 11 Cases have not been closed or dismissed, by order of the Bankruptcy Court. Notice of any modification of the Creditor Recovery Trustee's compensation shall be filed promptly with the Bankruptcy Court; *provided, however*, that after the closing or dismissal of the Chapter 11 Cases, such notice shall be served on the Creditor Recovery Trust Beneficiaries. For the avoidance of doubt, the Creditor Recovery Trust Compensation shall not be binding on any successor trustee, and, subject to the requirements of Section 7.5 hereof, a successor trustee shall negotiate its compensation with the Creditor Recovery Trust and file a summary of the terms of its compensation with the Bankruptcy Court upon accepting the appointment.

(c) Expenses. The Creditor Recovery Trust will reimburse the Creditor Recovery Trustee for all actual, reasonable and documented out-of-pocket expenses incurred by the Creditor Recovery Trustee in connection with the performance of the duties of the Creditor Recovery Trustee hereunder or under the Confirmation Order or the Plan (collectively, the "Creditor Recovery Trustee Expenses" and, together with the Creditor Recovery Trustee Compensation, the "Creditor Recovery Trustee Fees").

(d) Payment. The Creditor Recovery Trustee Fees shall be paid to the Creditor Recovery Trustee without necessity for review or approval by the Bankruptcy Court or any other Person. The Bankruptcy Court shall retain jurisdiction until the closing or dismissal of the Chapter 11 Cases to adjudicate any dispute regarding the Creditor Recovery Trustee Fees.

7.3 Resignation. The Creditor Recovery Trustee may resign by giving not less than [45 days'] prior written notice thereof by filing a notice with the Bankruptcy Court (and such notice shall be served on the Creditor Recovery Trust Beneficiaries). Such resignation shall become effective on the earlier to occur of: (a) the day specified in such notice, and (b) the appointment of a successor satisfying the requirements set out in Section 7.5 by the Creditor Recovery Trust Advisory Committee or the Bankruptcy Court and the acceptance by such successor of such appointment. Notwithstanding the foregoing, upon the Termination Date (as defined in Section 10.1 below), the Creditor Recovery Trustee shall be deemed to have resigned, except as otherwise provided for in Section 10.2 herein. Written notice of the resignation of the Creditor Recovery Trustee and the appointment of a successor Creditor Recovery Trustee shall be provided promptly to the Creditor Recovery Trust Beneficiaries.

7.4 Removal.

(a) The Creditor Recovery Trustee (or any successor Creditor Recovery Trustee) may be removed (i) by the Creditor Recovery Trust Advisory Committee, for Cause, upon not less than [45 days'] prior written notice; or (ii) by order of the Bankruptcy Court for Cause.

(b) To the extent there is any dispute regarding the removal of a Creditor Recovery Trustee (including any dispute relating to any portion of the Creditor Recovery Trustee Fees) and so long as the Chapter 11 Cases have not been closed or dismissed, the Bankruptcy Court shall retain jurisdiction to consider and adjudicate any such dispute. Notwithstanding the foregoing, the Creditor Recovery Trustee will continue to serve as the Creditor Recovery Trustee after his, her or its removal other than for Cause until the earlier of (i) the time when appointment

of a successor Creditor Recovery Trustee will become effective in accordance with Section 7.5 of this Agreement or (ii) [45 days] after the date of removal.

(c) For purposes of this Section 7.4, “Cause” shall mean (i) the Creditor Recovery Trustee’s willful failure to perform his/her/its material duties hereunder, which is not remedied within [thirty (30)] days of notice; (ii) the Creditor Recovery Trustee’s commission of an act of fraud, theft or embezzlement in connection with or reasonably related to the performance of its duties hereunder; (iii) the Creditor Recovery Trustee’s gross negligence, willful misconduct, or knowing violation of law in the performance of its duties hereunder, or (iv) the Creditor Recovery Trustee’s breach of fiduciary duties or an unresolved conflict of interest in connection with or reasonably related to the performance of its duties hereunder.

7.5 Appointment of Successor Creditor Recovery Trustee.

(a) In the event of the death or disability (in the case of a Creditor Recovery Trustee that is a natural person), dissolution (in the case of a Creditor Recovery Trustee that is not a natural person), resignation, incompetency or removal of the Creditor Recovery Trustee (each, a “Succession Event”), the Creditor Recovery Trust Advisory Committee shall promptly designate a successor Creditor Recovery Trustee satisfying the requirements set forth in Section 7.1 hereof; *provided, however*, the Bankruptcy Court may designate a successor Creditor Recovery Trustee to the extent that the Creditor Recovery Trust Advisory Committee has not designated a successor Creditor Recovery Trustee within [thirty (30)] days of a Succession Event resulting from the death, disability, dissolution, resignation or incompetency of the Creditor Recovery Trustee. Such appointment shall specify the date on which such appointment shall be effective. Every successor Creditor Recovery Trustee appointed hereunder shall execute, acknowledge and deliver to the Creditor Recovery Trust Advisory Committee an instrument accepting the appointment under this Agreement and agreeing to be bound as Creditor Recovery Trustee hereto and subject to the terms of this Agreement, and thereupon the successor Creditor Recovery Trustee, without any further act, deed or conveyance, shall become vested with all rights, powers, trusts and duties of the predecessor Creditor Recovery Trustee and the successor Creditor Recovery Trustee shall not be personally liable for any act or omission of the predecessor Creditor Recovery Trustee; *provided, however*, that a predecessor Creditor Recovery Trustee shall, nevertheless, when requested in writing by the successor Creditor Recovery Trustee, execute and deliver an instrument or instruments conveying and transferring to such successor Creditor Recovery Trustee under the Creditor Recovery Trust all the estates, properties, rights, powers and trusts of such predecessor Creditor Recovery Trustee and otherwise assist and cooperate, without cost or expense to the predecessor Creditor Recovery Trustee, in effectuating the assumption by the successor Creditor Recovery Trustee of his/her/its obligations and functions hereunder. For notice purposes only and not for approval, the Creditor Recovery Trust Advisory Committee shall file with the Bankruptcy Court (if the Chapter 11 Cases have not been closed) a notice appointing the successor Creditor Recovery Trustee.

(b) During any period in which there is a vacancy in the position of Creditor Recovery Trustee, the Creditor Recovery Trust Advisory Committee shall appoint (or the Bankruptcy Court may appoint) an interim Creditor Recovery Trustee (the “Interim Trustee”). The Interim Trustee shall be subject to all the terms and conditions applicable to a Creditor Recovery Trustee hereunder; *provided, however*, any such Interim Trustee shall not be entitled to

receive the Creditor Recovery Trustee Compensation unless approved by the Creditor Recovery Trust Advisory Committee.

(c) To the extent that the Creditor Recovery Trust Advisory Committee are unable to appoint a successor Creditor Recovery Trustee or Interim Trustee and the Chapter 11 Cases have been closed or dismissed, the Chapter 11 Cases may be reopened for the limited purpose of seeking an order of the Bankruptcy Court to appoint a successor Creditor Recovery Trustee.

7.6 Effect of Resignation or Removal. The death, disability, dissolution, bankruptcy, resignation, incompetency, incapacity or removal of the Creditor Recovery Trustee, as applicable, shall not operate to terminate the Creditor Recovery Trust created by this Agreement or to revoke any existing agency created pursuant to the terms of this Agreement or invalidate any action theretofore taken by the Creditor Recovery Trustee or any prior Creditor Recovery Trustee. In the event of the resignation or removal of the Creditor Recovery Trustee, such Creditor Recovery Trustee will promptly (a) execute and deliver such documents, instruments and other writings as may be ordered by the Bankruptcy Court (or any other court of competent jurisdiction) or reasonably requested by the Creditor Recovery Trust Advisory Committee or the successor Creditor Recovery Trustee to effect the termination of such Creditor Recovery Trustee's capacity under this Agreement, (b) deliver to the successor Creditor Recovery Trustee all documents, instruments, records and other writings related to the Creditor Recovery Trust as may be in the possession of such Creditor Recovery Trustee, including any materials relating to Trust Causes of Action, and shall not retain any copies of such materials, even for archival purposes, and (c) otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor Creditor Recovery Trustee.

7.7 Confidentiality. The Creditor Recovery Trustee shall hold strictly confidential and not use for personal gain or for the gain of any Entity for whom such Creditor Recovery Trustee may be employed any confidential information of or pertaining to any Entity to which any of the Trust Causes of Action or Creditor Recovery Trust Assets relates or of which the Creditor Recovery Trustee has become aware in the Creditor Recovery Trustee's capacity as Creditor Recovery Trustee, until (a) such information is made public other than by disclosure by the Creditor Recovery Trust, the Creditor Recovery Trustee, or any Creditor Recovery Trust Professionals in violation of this Agreement; (b) the Creditor Recovery Trust is required by law to disclose such information (in which case the Creditor Recovery Trust shall provide the relevant Entity reasonable advance notice and an opportunity to protect his, her, or its rights); or (c) the Creditor Recovery Trust obtains a waiver of confidentiality from the applicable Entity; *provided*, that nothing in this Section 7.7 shall affect, amend, or modify any existing confidentiality agreement or protective order governing information transferred or otherwise provided to the Creditor Recovery Trustee under the Plan or this Agreement.

ARTICLE VIII

LIABILITY AND INDEMNIFICATION

8.1 No Further Liability. Each of the Creditor Recovery Trustee and its representatives shall have no liability for any actions or omissions in accordance with this Agreement or with respect to the Creditor Recovery Trust unless arising out of such Entity's own fraud, willful

misconduct or gross negligence. Unless arising out of such Entity's own fraud, willful misconduct or gross negligence, in performing its duties under this Agreement, the Creditor Recovery Trustee and its representatives (as applicable) shall have no liability for any action taken by such Entity in good faith, in the reasonable belief that such action was in the best interests of the Creditor Recovery Trust and/or in accordance with the advice of the Creditor Recovery Trust Professionals retained by the Creditor Recovery Trust. Without limiting the generality of the foregoing, the Creditor Recovery Trustee and its representatives may rely without independent investigation on copies of orders of the Bankruptcy Court reasonably believed by such Entity to be genuine and shall have no liability for actions taken in reliance thereon. None of the provisions of this Agreement shall require the Creditor Recovery Trustee or its representatives to expend or risk their own funds or otherwise incur personal financial liability in the performance of any of their duties hereunder or in the exercise of any of their rights and powers. Each of the Creditor Recovery Trustee and its representatives may rely without inquiry upon writings delivered to such Entity pursuant to the Plan, the Confirmation Order or this Agreement (including in the execution of such Person's duties hereunder or thereunder) that such Entity reasonably believes to be genuine and to have been properly given. Notwithstanding the foregoing, nothing in this Section 8.1 shall relieve the Creditor Recovery Trustee or its representatives from any liability for any actions or omissions arising out of such Person's fraud, willful misconduct or gross negligence. Any action taken or omitted to be taken in the case of the Creditor Recovery Trustee with the express approval of the Bankruptcy Court (so long as the Chapter 11 Cases have not been closed or dismissed) will conclusively be deemed not to constitute fraud, willful misconduct or gross negligence. No termination of this Agreement or amendment, modification or repeal of this Section 8.1 shall adversely affect any right or protection of the Creditor Recovery Trustee or its respective designees, professional agents or representatives that exists at the time of such amendment, modification or repeal.

8.2 Indemnification of the Creditor Recovery Trustee.

(a) From and after the Effective Date, each of the Creditor Recovery Trustee, the Creditor Recovery Trust Professionals and each of the Creditor Recovery Trustee's representatives (each, a "Creditor Recovery Trust Indemnified Party," and collectively, the "Creditor Recovery Trust Indemnified Parties") shall be, and hereby is, indemnified by the Creditor Recovery Trust, to the fullest extent permitted by applicable law, from and against any and all claims, debts, dues, accounts, actions, suits, Causes of Action, bonds, covenants, judgments, damages, attorneys' fees, defense costs and other assertions of liability arising out of any such Creditor Recovery Trust Indemnified Party's exercise of what such Creditor Recovery Trust Indemnified Party reasonably understands to be its powers or the discharge of what such Creditor Recovery Trust Indemnified Party reasonably understands to be its duties conferred by the Plan, the Confirmation Order or this Agreement, any order of the Bankruptcy Court entered pursuant to, or in furtherance of, the Plan, applicable law or otherwise (except only for actions or omissions to act to the extent determined by a Final Order to be due to such Creditor Recovery Trust Indemnified Party's own fraud, willful misconduct or gross negligence on and after the Effective Date). The foregoing indemnification shall also extend to matters directly or indirectly in connection with, arising out of, based on, or in any way related to: (i) this Agreement; (ii) the services to be rendered pursuant to this Agreement; (iii) any document or information, whether oral or written, referred to herein or supplied to the Creditor Recovery Trustee; or (iv) proceedings by or on behalf of any creditor. Expenses, including attorney's fees and other expenses and

disbursements, incurred by a Creditor Recovery Trust Indemnified Party in defending or investigating a threatened or pending action, suit or proceeding shall be paid or reimbursed by the Creditor Recovery Trust, solely out of the Creditor Recovery Trust Assets (including any insurance policy obtained by the Creditor Recovery Trust for the benefit of Creditor Recovery Trust Indemnified Parties), in advance of the final disposition of such action, suit or proceeding; *provided, however*, that any Creditor Recovery Trust Indemnified Party receiving any such advance shall execute a written undertaking to repay such advance if a court of competent jurisdiction ultimately determines, by Final Order, that such Creditor Recovery Trust Indemnified Party is not entitled to indemnification hereunder due to such Person's own fraud, willful misconduct or gross negligence. Any indemnification claim of a Creditor Recovery Trust Indemnified Party shall be entitled to a priority distribution from the Creditor Recovery Trust Assets, ahead of any other claim to or interest in such assets. In any matter covered by the first two sentences of this subsection, any party entitled to indemnification shall have the right to employ such party's own separate counsel, at the Creditor Recovery Trust's expense, subject to the foregoing terms and conditions. In addition, the Creditor Recovery Trust shall purchase insurance coverage as set forth in Section 4.10(i) hereof, including fiduciary liability insurance for the benefit of the Creditor Recovery Trustee. The indemnification provided under this Section 8.2 shall survive the death, dissolution, resignation or removal, as may be applicable, of the Creditor Recovery Trustee or any other Creditor Recovery Trust Indemnified Party and shall inure to the benefit of the Creditor Recovery Trustee's and each other Creditor Recovery Trust Indemnified Party's respective heirs, successors and assigns.

(b) The foregoing indemnity in respect of any Creditor Recovery Trust Indemnified Party shall survive the termination of such Creditor Recovery Trust Indemnified Party from the capacity for which such party is indemnified. Termination or modification of this Agreement shall not limit or negatively affect any indemnification rights or obligations set forth herein.

(c) Any Creditor Recovery Trust Indemnified Party may waive the benefits of indemnification under this Section 8.2, but only by an instrument in writing executed by such Creditor Recovery Trust Indemnified Party.

(d) The rights to indemnification under this Section 8.2 are not exclusive of other rights which any Creditor Recovery Trust Indemnified Party may otherwise have at law or in equity, including, without limitation, common law rights to indemnification or contribution. Nothing in this Section 8.2 will affect the rights or obligations of any Entity (or the limitations on those rights or obligations) under any other agreement or instrument to which that Entity is a party. Further, the Creditor Recovery Trust hereby agrees: (i) that the Creditor Recovery Trust is the indemnitor of first resort (*i.e.*, in the event any Creditor Recovery Trust Indemnified Party has the right to receive indemnification from one or more third party, the Creditor Recovery Trust's obligations to such Creditor Recovery Trust Indemnified Party are primary); (ii) that the Creditor Recovery Trust shall be required to pay the full amount of expenses (including attorneys' fees) actually incurred by such Creditor Recovery Trust Indemnified Party in connection with any proceeding as to which the Creditor Recovery Trust Indemnified Party is entitled to indemnification hereunder in advance of the final disposition of such proceeding; (iii) that the Creditor Recovery Trust irrevocably waives, relinquishes and releases such third parties from any and all claims by the Creditor Recovery Trust against such third parties for contribution,

subrogation or any other recovery of any kind in respect thereof; and (iv) no Creditor Recovery Trust Indemnified Party shall have the obligation to reduce, offset, allocate, pursue or apportion any indemnification advancement, contribution or insurance coverage among multiple parties owing indemnification obligations to such Creditor Recovery Trust Indemnified Party prior to the Creditor Recovery Trust's satisfaction of its indemnification obligations hereunder. For the avoidance of doubt, each Creditor Recovery Trust Indemnified Party shall be entitled, subject to the terms hereof, to indemnification for any costs and attorneys' fees such Creditor Recovery Trust Indemnified Party may incur in connection with enforcing any of its rights under this Article VIII.

8.3 Creditor Recovery Trust Liabilities. All liabilities of the Creditor Recovery Trust, including, without limitation, indemnity obligations under Section 8.2 of this Agreement and applicable law, will be liabilities of the Creditor Recovery Trust as an Entity and will be paid or satisfied solely from the Creditor Recovery Trust Assets and paid on a priority basis, *provided, however*, that the Creditor Recovery Trust may obtain liability insurance to satisfy its indemnity obligations under Section 8.2 and applicable law. No liability of the Creditor Recovery Trust will be payable in whole or in part by any Creditor Recovery Trust Beneficiary individually or in the Creditor Recovery Trust Beneficiary's capacity as a Creditor Recovery Trust Beneficiary, by the Creditor Recovery Trustee individually or in the Creditor Recovery Trustee's capacity as Creditor Recovery Trustee, or by any representative, member, partner, shareholder, director, officer, professional, employee, agent, affiliate or advisor of any Creditor Recovery Trust Beneficiary, the Creditor Recovery Trustee or their respective affiliates.

8.4 Limitation of Liability. None of the Creditor Recovery Trust Indemnified Parties shall be liable for direct, indirect, monetary, punitive, exemplary, consequential, special or other damages for a breach of this Agreement, except to the extent his/her/its actions or omissions to act, as determined by a Final Order, are due to such Creditor Recovery Trust Indemnified Party's own fraud or willful misconduct from and after the Effective Date and any of the foregoing damages are awarded pursuant to any such Final Order.

8.5 Burden of Proof. In making a determination with respect to entitlement to exculpation or indemnification hereunder, the court, or Entity making such determination shall presume that any Creditor Recovery Trust Indemnified Party is entitled to exculpation and indemnification under this Agreement and any Entity seeking to overcome such presumption shall have the burden of proof to overcome that presumption.

ARTICLE IX **TAX MATTERS**

9.1 Treatment of Creditor Recovery Trust Assets Transfer. The Creditor Recovery Trust (excluding any Disputed Claims Reserves) is intended to be treated for U.S. federal income tax purposes as a liquidating trust described in Treasury Regulation section 301.7701-4(d). For all federal, state and local income tax purposes, all parties (including, without limitation, the Debtors, the Contributing Claimants, the Creditor Recovery Trustee and the Creditor Recovery Trust Beneficiaries) shall treat the transfer of the Creditor Recovery Trust Assets to the Creditor Recovery Trust for the benefit of the Creditor Recovery Trust Beneficiaries, whether their Claims are Allowed on or after the Effective Date, including any amounts or other assets subsequently transferred to the Creditor Recovery Trust (but only at such time as actually transferred) as (i) a

transfer of their senior interests in the Creditor Recovery Trust Assets (subject to any obligations relating to such Creditor Recovery Trust Assets) directly to the holders of the Crown Capital Unsecured Claims followed by a contribution by the holders of the Crown Capital Unsecured Claims of such Creditor Recovery Trust Assets to the Creditor Recovery Trust, (ii) a transfer of their junior interests in the Creditor Recovery Trust Assets (subject to any obligations relating to such Creditor Recovery Trust Assets) directly to the holders of the CBRM Unsecured Claims followed by a contribution by the holders of the CBRM Unsecured Claims of such Creditor Recovery Trust Assets to the Creditor Recovery Trust, (iii) a transfer of their junior interests in the Creditor Recovery Trust Assets (subject to any obligations relating to such Creditor Recovery Trust Assets) directly to the holders of the RH New Orleans Unsecured Claims followed by a contribution by the holders of the RH New Orleans Unsecured Claims of such Creditor Recovery Trust Assets to the Creditor Recovery Trust, (iv) a transfer of its junior interest in the Creditor Recovery Trust Assets (subject to any obligations relating to such Creditor Recovery Trust Assets) directly to the holders of the Spano CBRM Claim followed by a contribution by the holder of the Spano CBRM Claim of such Creditor Recovery Trust Assets to the Creditor Recovery Trust, and (v) the contribution to the Creditor Recovery Trust of the claims held by the Contributing Claimants. Accordingly, the Creditor Recovery Trust Beneficiaries shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective share of such Creditor Recovery Trust Assets. The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

9.2 Tax Treatment of Disputed Claims Reserves.

(a) Subject to contrary definitive guidance from the Internal Revenue Service or a court of competent jurisdiction (including the receipt by the Creditor Recovery Trustee of a private letter ruling if the Creditor Recovery Trustee so requests, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the Creditor Recovery Trustee), the Creditor Recovery Trustee shall (A) timely elect to treat any Disputed Claims Reserve as a “disputed ownership fund” governed by Treasury Regulation section 1.468B-9 and (B) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including, without limitation and as applicable, the Debtors, the Contributing Claimants, the Creditor Recovery Trustee and the Creditor Recovery Trust Beneficiaries) shall report for U.S. federal, state and local income tax purposes consistently with the foregoing election, if made.

(b) With respect to any Creditor Recovery Trust Assets, and any other income or gain of the Creditor Recovery Trust, allocable to Disputed Claims, the Creditor Recovery Trustee shall cause the Creditor Recovery Trust to pay out of the applicable Disputed Claims Reserve any taxes imposed on the applicable Disputed Claims Reserve or its Assets by any federal, state or local, or any non-U.S. governmental unit.

9.3 Tax Reporting.

(a) The “taxable year” of the Creditor Recovery Trust and any Disputed Claims Reserve shall be the “calendar year” as such terms are defined in section 441 of the IRC. The Creditor Recovery Trustee shall file tax returns for the Creditor Recovery Trust (excluding any Disputed Claims Reserve) treating the Creditor Recovery Trust as a grantor trust pursuant to

Treasury Regulation section 1.671-4(a) and in accordance with the Plan and this Section 9.3. The Creditor Recovery Trustee also will annually send to each Creditor Recovery Trust Beneficiary a separate statement setting forth such Contributing Claimant's share of items of income, gain, loss, deduction or credit (including the receipts and expenditures of the Creditor Recovery Trust) as relevant for U.S. federal income tax purposes and will instruct all such Creditor Recovery Trust Beneficiaries to use such information in preparing their U.S. federal income tax returns; *provided*, that if the Creditor Recovery Trustee elects to make distributions through an intermediary, it shall provide such statement to such intermediaries for them to provide to such Creditor Recovery Trust Beneficiaries. The Creditor Recovery Trustee shall also file or provide (or cause to be filed or provided) any other statement, return or disclosure relating to the Creditor Recovery Trust or any Disputed Claims Reserve that is required by any governmental unit.

(b) Allocations of Creditor Recovery Trust taxable income among the Creditor Recovery Trust Beneficiaries shall be determined by reference to the manner in which an amount of Cash equal to such taxable income would be distributed (were such Cash permitted to be distributed at such time, and without regard to any restrictions on distributions set forth in the Plan or this Agreement) if, immediately prior to such deemed distribution, the Creditor Recovery Trust had distributed all its assets (valued at their tax book value) to the Creditor Recovery Trust Beneficiaries, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Creditor Recovery Trust. Similarly, taxable loss of the Creditor Recovery Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Creditor Recovery Trust Assets. The tax book value of the Creditor Recovery Trust Assets for purposes of this Section 9.3(b) shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the IRC, the applicable Treasury Regulations and other applicable administrative and judicial authorities and pronouncements. This Section 9.3(b) shall exclude any amounts of income or loss, and any Assets of, a Disputed Claims Reserve. In the event, and to the extent, any Cash retained on account of Disputed Claims in the Disputed Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of such Disputed Claims, or (ii) to the extent such Disputed Claims have subsequently been resolved, deducted from any amounts otherwise distributable by the Creditor Recovery Trustee as a result of the resolution of such Disputed Claims.

(c) The Creditor Recovery Trustee shall be responsible for payment, out of the Creditor Recovery Trust Assets, of any taxes imposed on the Creditor Recovery Trust or the Creditor Recovery Trust Assets, excluding the Disputed Claims Reserves.

9.4 Withholding of Taxes. The Creditor Recovery Trustee shall deduct and withhold and pay to the appropriate governmental unit all amounts required to be deducted or withheld pursuant to the IRC or any provision of any state, local or non-U.S. tax law with respect to any payment or distribution to the Creditor Recovery Trust Beneficiaries. Notwithstanding the above, each holder of an Allowed General Unsecured Claim that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes imposed on such holder by any governmental authority, including income, withholding and other tax obligations, on account of such distribution. All such amounts withheld and paid to the

appropriate governmental unit shall be treated as amounts distributed to such Creditor Recovery Trust Beneficiaries for all purposes of this Agreement.

(a) The Creditor Recovery Trustee shall be authorized to collect such tax information from the Creditor Recovery Trust Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate the Plan, the Confirmation Order and this Agreement. As a condition to receive distributions under the Plan, all Creditor Recovery Trust Beneficiaries may be required to identify themselves to the Creditor Recovery Trustee and provide tax information and the specifics of their holdings, to the extent the Creditor Recovery Trustee deems appropriate, including an IRS Form W-9 or, in the case of Creditor Recovery Trust Beneficiaries that are not United States persons for federal income tax purposes, certification of foreign status on an applicable IRS Form W-8.

(b) The Creditor Recovery Trustee may refuse to make a distribution to any Creditor Recovery Trust Beneficiary that fails to furnish such information in a timely fashion, until such information is delivered; *provided, however*, that, upon the delivery of such information by a Creditor Recovery Trust Beneficiary, the Creditor Recovery Trustee shall make such distribution to which the Creditor Recovery Trust Beneficiary is entitled, without interest; and, *provided, further*, that, if the Creditor Recovery Trustee fails to withhold in respect of amounts received or distributable with respect to any such holder and the Creditor Recovery Trustee is later held liable for the amount of such withholding, such holder shall reimburse the Creditor Recovery Trustee for such liability. The identification requirements in Section 9.4(a) and this Section 9.4(b) may, in certain cases, extend to holders who hold their securities in street name. If a Creditor Recovery Trust Beneficiary fails to comply with such a request for tax information within 180 days, such distribution shall be deemed an unclaimed distribution and treated in accordance with Section 6.4(b) of this Agreement.

(c) In the event that the Creditor Recovery Trustee elects to make distributions through an intermediary, the party who would be the withholding agent with respect to distributions to the Creditor Recovery Trust Beneficiary under U.S. federal income tax principles shall be responsible for withholding tax compliance with respect to any such distribution, based on instructions on the character of the income from the Creditor Recovery Trustee.

9.5 Valuation. As soon as reasonably practicable following the establishment of the Creditor Recovery Trust, the Creditor Recovery Trustee shall determine the value of the Creditor Recovery Trust Assets transferred to the Creditor Recovery Trust, based on the good-faith determination of the Creditor Recovery Trustee, and the Creditor Recovery Trustee shall apprise, in writing, the Creditor Recovery Trust Beneficiaries and counsel to the Ad Hoc Group of Holders of Crown Capital Notes of such valuation. The valuation shall be used consistently by all Parties (including the Creditor Recovery Trustee and the Creditor Recovery Trust Beneficiaries) for all federal income tax purposes. In connection with the preparation of the valuation contemplated hereby and by the Plan, the Creditor Recovery Trust shall be entitled to retain such Creditor Recovery Trust Professionals as the Creditor Recovery Trustee shall determine to be appropriate or necessary in accordance with the terms of this Agreement, and the Creditor Recovery Trustee shall take such other actions in connection therewith as it determines to be appropriate or necessary. The Creditor Recovery Trust shall bear all of the reasonable costs and expenses

incurred in connection with determining such value, including the fees and expenses of any Creditor Recovery Trust Professionals retained in connection therewith.

9.6 Expedited Determination of Taxes. The Creditor Recovery Trustee may request an expedited determination of taxes of the Creditor Recovery Trust or any Disputed Claims Reserve under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Creditor Recovery Trust or any Disputed Claims Reserve for all taxable periods through the termination of the Creditor Recovery Trust or any Disputed Claims Reserve.

9.7 Foreign Tax Matters. The Creditor Recovery Trustee shall duly comply on a timely basis with all obligations, and satisfy all liabilities, imposed on the Creditor Recovery Trustee or the Creditor Recovery Trust or any Disputed Claims Reserve under non-United States law relating to taxes. The Creditor Recovery Trustee, or any other legal representative of the Creditor Recovery Trust, shall not distribute the Creditor Recovery Trust Assets or proceeds thereof without having first obtained all certificates required to have been obtained under applicable non-United States law relating to taxes.

ARTICLE X

TERMINATION OF CREDITOR RECOVERY TRUST

10.1 Termination. The Creditor Recovery Trustee and the Creditor Recovery Trust shall be discharged or dissolved, as the case may be, at such time as (a) the Creditor Recovery Trustee has liquidated or abandoned all Creditor Recovery Trust Assets, (b) the Creditor Recovery Trustee determines that the pursuit of Trust Causes of Action is not likely to yield sufficient additional proceeds to justify further pursuit of such Trust Causes of Action, (c) all objections to the Disputed Claims have been resolved, and (d) all Distributions required to be made by the Creditor Recovery Trust under the Plan have been made; *provided, however*, that in no event shall the Creditor Recovery Trust be dissolved later than five years from the Effective Date unless the Bankruptcy Court, upon motion within the six-month period prior to the fifth anniversary (or within the six-month period prior to the end of any extension period), determines that a fixed period extension (not to exceed three years, including any prior extensions, without a favorable private letter ruling from the Internal Revenue Service or a “should” level opinion of counsel satisfactory to the Creditor Recovery Trustee that any further extension would not adversely affect the status of the Creditor Recovery Trust as a liquidating trust for U.S. federal income tax purposes) is necessary to facilitate or complete the liquidating purpose of the Creditor Recovery Trust Assets; *provided, further, however*, that if the Chapter 11 Cases have been closed or dismissed before the date that is five years from the Effective Date, then no Bankruptcy Court approval shall be required and the only requirement for an extension is a private letter ruling from the Internal Revenue Service or an opinion of counsel satisfactory to the Creditor Recovery Trustee that the extension of the Creditor Recovery Trust term will not change the treatment of the Creditor Recovery Trust as a liquidating trust for income tax purposes. If at any time the Creditor Recovery Trustee determines, in reliance upon the advice of the Creditor Recovery Trust Professionals (or any one or more of them), that the expense of administering the Creditor Recovery Trust so as to make a final distribution to the Creditor Recovery Trust Beneficiaries is likely to exceed the value of the Creditor Recovery Trust Assets then remaining in the Creditor Recovery Trust and provided that clause (d) above has been satisfied, the Creditor Recovery Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amount necessary to dissolve the Creditor Recovery Trust,

(ii) donate any balance to a charitable organization (A) described in section 501(c)(3) of the IRC, (B) exempt from U.S. federal income tax under section 501(a) of the IRC, (C) not a “private foundation,” as defined in section 509(a) of the IRC and (D) that is unrelated to the Debtors, the Creditor Recovery Trust, the Creditor Recovery Trustee, any Creditor Recovery Trust Professionals and any insider of any of the foregoing and (iii) dissolve the Creditor Recovery Trust (all of the foregoing actions in clauses (i) through (iii) being referred to as the “Dissolution Process”). Such date upon which the Creditor Recovery Trust shall finally be dissolved shall be referred to herein as the “Termination Date.”

10.2 Continuance of Creditor Recovery Trust for Winding Up. During the Dissolution Process, the Creditor Recovery Trustee, solely for the purpose of liquidating and winding up the affairs of the Creditor Recovery Trust, shall continue to act as such until its duties have been fully performed. During the Dissolution Process, the Creditor Recovery Trustee shall continue to be entitled to receive the Creditor Recovery Trustee Fees called for by Section 7.2(a) hereof and subject to Section 2.4 hereof. Upon distribution of all the Creditor Recovery Trust Assets, the Creditor Recovery Trustee shall retain the books, records and files that shall have been delivered or created in connection with the administration of the Creditor Recovery Trust to the extent not otherwise required to be handled by the Creditor Recovery Trustee in accordance with Section 2.2 hereof. At the Creditor Recovery Trustee’s discretion, but subject in all cases to Section 2.2 hereof, all of such records and documents may be destroyed no earlier than two (2) years following the Termination Date as the Creditor Recovery Trustee deems appropriate (unless such records and documents are necessary to fulfill the Creditor Recovery Trustee’s obligations hereunder). Except as otherwise specifically provided herein, upon the Termination Date, the Creditor Recovery Trustee shall be deemed discharged and have no further duties or obligations hereunder, except to account to the Creditor Recovery Trust Beneficiaries as provided herein, and the Creditor Recovery Trust will be deemed to have dissolved.

ARTICLE XI

AMENDMENT AND WAIVER

11.1 Subject to Sections 11.2 and 11.3 of this Agreement, the Creditor Recovery Trustee may amend, supplement or waive any provision of this Agreement. Technical amendments to this Agreement may be made, as necessary to clarify this Agreement or enable the Creditor Recovery Trustee to effectuate the terms of this Agreement, by the Creditor Recovery Trustee.

11.2 Notwithstanding Section 11.1 of this Agreement, no amendment, supplement or waiver of or to this Agreement shall (a) adversely affect the interests, rights or treatment of the Creditor Recovery Trust Beneficiaries, (b) adversely affect the payments and/or distributions to be made under the Plan, the Confirmation Order or this Agreement, (c) amend Section 7.2(b) hereof, (d) be inconsistent with the Plan or the Confirmation Order, (e) adversely affect the U.S. federal income tax status of the Creditor Recovery Trust as a “liquidating trust” or (f) be inconsistent with the purpose and intention of the Creditor Recovery Trust to liquidate in an expeditious but orderly manner the Creditor Recovery Trust Assets in accordance with Treasury Regulation section 301.7701-4(d).

11.3 No failure by the Creditor Recovery Trust or the Creditor Recovery Trustee to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver,

nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey (without reference to principles of conflicts of law that would require or permit application of the law of another jurisdiction).

12.2 Jurisdiction. Subject to the proviso below and so long as the Chapter 11 Cases have not been closed or dismissed, the Parties agree that the Bankruptcy Court shall have jurisdiction over the Creditor Recovery Trust and the Creditor Recovery Trustee, including, without limitation, the administration and activities of the Creditor Recovery Trust and the Creditor Recovery Trustee to the fullest extent permitted by law; *provided, however*, that notwithstanding the foregoing, the Creditor Recovery Trustee shall have power and authority to bring any action in any court of competent jurisdiction to (1) prosecute any of the Trust Causes of Action and pursue any recoveries in respect of any Trust Causes of Action, (2) liquidate, administer or protect any of the Creditor Recovery Trust Assets, and (3) enforce this Agreement against any entity that is not a party to this Agreement and is not subject to the jurisdiction of the Bankruptcy Court. Each Party to this Agreement hereby irrevocably consents to the jurisdiction of the Bankruptcy Court in any action to enforce, interpret or construe any provision of this Agreement or of any other agreement or document delivered in connection with this Agreement, and also hereby irrevocably waives any defense of improper venue, *forum non conveniens*, or lack of personal jurisdiction to any such action brought in the Bankruptcy Court. Until the closing or dismissal of the Chapter 11 Cases, any action to enforce, interpret, or construe any provision of this Agreement will be brought only in the Bankruptcy Court; *provided, however*, that in the event that the Bankruptcy Court does not have jurisdiction pursuant to the foregoing provision, including after the closing or dismissal of the Chapter 11 Cases, any action to enforce, interpret, or construe any provision of this Agreement will be brought in either a state or federal court of competent jurisdiction in the State of New Jersey (without prejudice to the right of any Party to seek to reopen the Chapter 11 Cases to hear matters with respect to this Agreement). Each Party hereby irrevocably consents to the service by certified or registered mail, return receipt requested, of any process in any action to enforce, interpret, or construe any provision of this Agreement.

12.3 Severability. In the event any provision of this Agreement or the application thereof to any person or circumstances shall be determined by Final Order to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to persons or circumstances or in jurisdictions other than those as to or in which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.4 Notices. Any notice or other communication required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally or by facsimile or electronic communication, sent by nationally recognized overnight delivery service or mailed by first-class mail. The date of receipt of such notice shall be the earliest of (a) the date of actual receipt by the receiving party, (b) the

date of personal delivery (or refusal upon presentation for delivery), (c) the date of the transmission confirmation or (d) three Business Days after service by first-class mail, to the receiving party's below address(es):

(i) if to the Creditor Recovery Trustee, to:

Daniel Kamensky, solely in his capacity as Trustee
RLA Consulting LLC
43B Glen Cove Road, Suite 339
Greenvale, New York 11548

(ii) if to any Creditor Recovery Trust Beneficiary, to the last known address of such Creditor Recovery Trust Beneficiary according to the Creditor Recovery Trustee's records.

12.5 Headings. The headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

12.6 Plan and Confirmation Order. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan and the Confirmation Order. In the event of any direct conflict or inconsistency between any provision of this Agreement, on the one hand, and the provisions of the Plan, on the other hand, the provisions of the Plan shall govern and control. In the event of any direct conflict or inconsistency between any provision in this Agreement, on the one hand, and the provisions of the Confirmation Order, on the other hand, the provisions of the Confirmation Order shall govern and control.

12.7 Entire Agreement. This Agreement and the exhibits attached hereto, together with the Plan and the Confirmation Order, contain the entire agreement between the parties and supersede all prior and contemporaneous agreements or understandings between the parties with respect to the subject matter hereof.

12.8 Cumulative Rights and Remedies. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights under law or in equity, subject to any limitations provided under the Plan and the Confirmation Order.

12.9 Meanings of Other Terms. Except where the context otherwise requires, words importing the masculine gender include the feminine and the neuter, if appropriate, words importing the singular number shall include the plural number and vice versa and words importing persons shall include firms, associations, corporations and other entities. All references herein to Articles, Sections and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code, the Bankruptcy Rules or other law, statute or regulation, refer to the corresponding Articles, Sections and other subdivisions of this Agreement and the words "herein," "hereof" or "herewith" and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision of this Agreement. The term "including" shall mean "including, without limitation."

12.10 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of any successor in interest to any one or more of the Debtors (as limited by the Plan and the Confirmation Order), that shall, upon becoming any such successor be subject to and obligated to comply with the terms and conditions hereof, including, specifically, the terms of Section 2.2 hereto. For the avoidance of doubt, in the event that any Entity becomes a successor in interest to a Debtor, the claims, privileges, books and records and directors, officers, employees, agents and professionals of such Entity, to the extent not otherwise subject to the provisions and requirements of this Agreement (including Section 2.2) prior to such Entity becoming a successor in interest to the applicable Debtor, shall not become subject to the provisions and requirements of this Agreement (including Section 2.2) solely because such Entity becomes a successor in interest to the applicable Debtor.

12.11 Limitations. Except as otherwise specifically provided in this Agreement, the Plan or the Confirmation Order, nothing herein is intended or shall be construed to confer upon or to give any person other than the parties hereto any rights or remedies under or by reason of this Agreement. The parties hereby acknowledge and agree that nothing herein is intended to, does, or shall be construed to prejudice or harm in any way the rights, remedies or treatment (including any releases, exculpation, indemnification, or otherwise) of any Released Party or Exculpated Party, solely in their capacity as a Released Party or Exculpated Party, under the Plan.

12.12 Further Assurances. From and after the Effective Date, the parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this Agreement, and to consummate the transactions contemplated hereby.

12.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. A facsimile or electronic mail signature of any party shall be considered to have the same binding legal effect as an original signature.

12.14 Authority. Each Party hereby represents and warrants to the other Parties that: (i) such Party has full corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby; (ii) the execution and delivery by such Party of this Agreement and the performance by such Party of its obligations hereunder have been duly authorized by all requisite corporate action on the part of such Party; (iii) this Agreement has been duly executed and delivered by such Party, and (assuming due authorization, execution and delivery by the other Parties hereto) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement or caused this Agreement to be duly executed by their respective officers, representatives or agents, effective as of the date first above written.

DANIEL KAMENSKY, SOLELY IN HIS
CAPACITY AS TRUSTEE OF THE CBRM
CREDITOR RECOVERY TRUST

By:_____

Name: Daniel Kamensky

Title: Creditor Recovery Trustee

CBRM REALTY INC., ON BEHALF OF ITSELF
AND THE OTHER DEBTORS

By:_____

Name: Elizabeth A. LaPuma

Title: Independent Fiduciary

Exhibit D

Schedule of Retained Causes of Action

Schedule of Retained Causes of Action

Article IV.I of the *Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of its Debtor Affiliates* [Docket No. 338] (as may be amended, modified, revised, or supplemented from time to time, the “**Plan**”) provides that: “Prior to the Effective Date, the Debtors and, on and after the Effective Date, the Creditor Recovery Trustee, subject to the oversight, approval, consultation and consent of the Trust Advisory Committee as set forth in the Creditor Recovery Trust Agreement, and the Wind-Down Officer, as applicable, shall retain and shall have, through their authorized agents or representatives, the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.”

Article IV.I of the Plan further provides that: “**No Person or Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Creditor Recovery Trustee or the Wind-Down Officer, as applicable, will not pursue any and all available Causes of Action.**” Without limiting the generality of Article IV.I of the Plan, the Debtors identify the following types of Causes of Action that are expressly preserved by the Debtors and the post-Effective Date Debtors after the Effective Date, solely to the extent such Causes of Action are not otherwise specifically released, settled, compromised, transferred, or assigned under the Plan or any other order of the Court.

The Debtors expressly reserve the right to alter, modify, amend, remove, augment, or supplement this Schedule of Retained Causes of Action at any time with additional Causes of Action. Failure to include any Cause of Action herein at any time shall not be a bar and shall not have any impact on the post-Effective Date Debtors’ and Creditor Recovery Trust’s rights to bring any Cause of Action not otherwise released pursuant to the Plan.

I. Claims Against Third-Parties

The Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action against all Persons or Entities that are not Released Parties, including Causes of Action that are (a) listed on Schedule 1 attached hereto; (b) based upon any contract or quasi-contract theory of liability or recovery; (c) based upon any tort theory of liability or recovery, including, without limitation, tortious interference with existing contracts, tortious interference with contractual or business relations, conversion, theft, embezzlement, conspiracy, unfair competition, misappropriation of trade secrets, self-dealing, fraud, negligence, gross negligence, willful misconduct, breach of warranty, misappropriation, or misrepresentation; (d) based upon any other legal or equitable theory of liability or recovery arising under federal, state, or other statutory or common law or otherwise, including, without limitation, breach of fiduciary duty, breach of the duty of care, breach of the duty of good faith and fair dealing, breach of the duty of loyalty, breach of the duty of candor, breach of the duty of oversight, or breach of any other duty, or aiding and abetting any such breaches of duty; (e) arising under sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; (f) for avoidance, fraudulent transfer, and similar Causes of Action pursuant to the Bankruptcy Code, state or other federal statutes, or common law; (g) for recharacterization, subordination, or disallowance of any Claim, or for setoff, counterclaim, recoupment; or (h) arising from or relating to the failure to properly oversee and govern the Debtors’ operations and finances, operational mismanagement, expenditures of company funds for personal use (including, but not limited to, self-dealing, kickbacks, and embezzlement), theft of company property, improper and excessive compensation, improper and excessive benefits, improper dealings with companies owned or controlled by the Debtors’ former equity holders (direct or indirect), officers, directors, members, managers, employees or agents, financial and accounting mismanagement and/or impropriety, or violations of employment agreements, company agreements, or other company policies.

II. Contributed Claims

The Debtors and the post-Effective Date Debtors expressly reserve all Contributed Claims, subject to the procedures identified in Articles IV.J and IV.K of the Plan and the Ballots, which such Contributed Claims shall have been irrevocably contributed to the Creditor Recovery Trust.

III. Claims Against Professional Persons

Unless they are Released Parties or otherwise released pursuant to the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action against any outside attorneys, financial advisors, investment bankers, auditors, or other professional persons for any claims or causes of action, including, without limitation, negligence, malpractice, fraud, misrepresentation, and aiding and abetting breaches of fiduciary duty in connection with services rendered to the Debtors.

IV. Avoidance Actions

Unless otherwise released by the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action that may be brought by or on behalf of the Debtors, the post-Effective Date Debtors, their Estates, or other authorized parties in interest to avoid a transfer of property or an obligation incurred by the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 502, 510, 542, 544, 545, 547 through and including 553 of the Bankruptcy Code, and section 724(a) of the Bankruptcy Code, or under similar or related state or federal statutes or common law, including preference and fraudulent transfer laws.

V. Insurance Causes of Action

Unless otherwise released pursuant to the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Insurance Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or post-Effective Date Debtor is a party or pursuant to which any Debtor or post-Effective Date Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters.

VI. Claims Related to Tax Refunds

Unless otherwise released pursuant to the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action against federal, state, or local taxing authorities based in whole or in part upon any and all tax obligations, tax credits, refunds, offsets, or other claims to which any Debtor or post-Effective Date Debtor is a party or pursuant to which any Debtor or post-Effective Date Debtor has any rights whatsoever, including, without limitation, against or related to all federal, state, or local taxing authorities that owe or that may in the future owe money related to tax obligations, tax credits, refunds, offsets, or other claims to the Debtors or the post-Effective Date Debtors, regardless of whether such entity is specifically identified herein.

VII. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation, Including Adversary Proceedings

The Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, any adversary proceeding in these chapter 11 cases or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, regardless of whether such Entity is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, but not limited to, any claims against the Excluded Parties or any directors, officers, employees, managers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, agents, trustees, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, or other professionals and/or advisors, or any other persons or entities affiliated with the Excluded Parties.

VIII. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released pursuant to the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action against or related to all vendors, suppliers of goods and services, or similar Entities that owe or that may in the future owe money to the Debtors or post-Effective Date Debtors, regardless of whether such Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or post-Effective Date Debtors, as applicable, owe money to them.

IX. Claims Related to Contracts and Leases

Unless otherwise released pursuant to the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action based in whole or in part upon any and all contracts and leases to which any Debtor or post-Effective Date Debtor is a party or pursuant to which any Debtor or post-Effective Date Debtor has any rights whatsoever, regardless of whether such Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto, including without limitation all contracts and leases that are rejected by the Debtors, assumed pursuant to the Plan, or were previously assumed by the Debtors. The claims and Causes of Actions reserved include, without limitation, claims and Causes of Action against vendors, suppliers of goods or services, customers, landlords, utilities, promoters, banks, or any other parties, unless such claims or Causes of Action were previously released through the Plan or separate written agreement executed by the Debtors for, among other things: (a) overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) breach of contract, wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by any one or more of the Debtors; (f) environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies, or suppliers of environmental services or goods; (g) counterclaims and defenses related to any contractual obligations; (h) any turnover actions arising under section 542 or 543 of the Bankruptcy Code; (i) and unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims.

Exhibit E

Identity of Creditor Recovery Trustee

Dan Kamensky

Daniel B. Kamensky is an attorney and founder of Restructuring Law Advisory P.C. and RLA Consulting LLC, boutique law and consulting practices specializing in bankruptcy and restructuring. Mr. Kamensky provides various services to his clients including as serving in various capacities as a Board Member, Litigation or Liquidating Trustee, Plan Administrator or Mediator.

He is co-Director of the Altman-Paulson Initiative on Credit and Distressed Opportunities and an Adjunct Professor of Finance at NYU Stern. He is also Executive Director of the Workshop on Corporate Restructuring & Bankruptcy at NYU Stern. Mr. Kamensky has written and lectured extensively on bankruptcy and restructuring topics.

He is a sought-after expert for his legal and strategic thinking and served as an advisory board member of the American Bankruptcy Institute Commission to Study Reform of Chapter 11.

Mr. Kamensky is the Founder of the Creditor Rights Coalition and formerly served as Chairman of the Bankruptcy & Creditor Rights Group of the Managed Funds Association.

Mr. Kamensky was previously the managing partner of an SEC-registered investment advisory firm that was recognized as a leading manager by Absolute Return Magazine for two consecutive years and held various senior positions in the investment management industry.

Mr. Kamensky started his career as an attorney at Simpson Thacher & Bartlett.

Exhibit F

Identity of Members of the Trust Advisory Committee

Trust Advisory Committee Members

1. Customers Bank
2. Federated Insurance Companies
3. Cincinnati Financial
4. AQS Asset Management
5. Bar Harbor Bank and Trust
6. Sagicor Life Insurance Co.
7. NexAnnuity
8. NSG Asset Management

Exhibit G

Schedule of Excluded Parties

Pursuant to the *Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of its Debtor Affiliates* [Docket No. 338] (as may be amended, modified, revised, or supplemented from time to time, the “***Plan***”), in addition to any other Excluded Parties specifically enumerated in the Plan, the Debtors may designate certain parties and each of their Affiliates partners, members, managers, officers, directors, and agents that are not specifically identified in the Plan as a Released Party as Excluded Parties.

The Excluded Parties shall not receive the protections of the Plan’s release, injunction, or exculpation provisions. **For the avoidance of doubt, no Excluded Party shall constitute a Released Party or Exculpated Party in any capacity and all claims against the Excluded Parties that are held by the Debtors or Holders of Claims and Interests are expressly preserved.**

A Schedule of Excluded Parties may be provided by the Debtors at any time prior to the date the Confirmation Order is entered by the Court.

Exhibit H

Schedule of Transferred Subsidiaries

None

This Schedule of Transferred Subsidiaries may be amended, modified, or supplemented by the Debtors at any time prior to the date the Confirmation Order is entered by the Court.

Exhibit I

Schedule of Abandoned Entities

None

This Schedule of Abandoned Entities may be amended, modified, or supplemented by the Debtors at any time prior to the date the Confirmation Order is entered by the Court.