

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.



**DECLARATION OF JUSTIN UTZ,
IN SUPPORT OF FINAL APPROVAL OF THE DISCLOSURE
STATEMENT AND CONFIRMATION OF THE AMENDED JOINT CHAPTER 11
PLAN OF CBRM REALTY INC. AND CERTAIN OF ITS DEBTOR AFFILIATES**

I, Justin Utz, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true and correct to the best of my knowledge, information, and belief:

1. I am the Chief Financial Officer of The Lynd Group Holdings, LLC and its subsidiaries and affiliates including Lynd Management Group, LLC, LAGSP, LLC, and Kelly Hamilton Lender, LLC (collectively, “**Lynd**”). Lynd is the property manager and asset manager of the Debtors. Based on my work with the Debtors, my review of relevant documents, and my discussions with members of the Debtors’ management team and other professionals, including the Independent Fiduciary,² I am familiar with the Debtors’ day-to-day operations, business affairs, and capital structure. I submit this declaration (this “**Declaration**”) in support of final approval of the Disclosure Statement and confirmation of the Plan for Debtors CBRM Realty Inc., Kelly Hamilton Apts LLC, and Kelly Hamilton Apts MM LLC.

2. Except where specifically noted, the statements in this Declaration are based upon: my personal knowledge of the Debtors’ operations, business affairs, financial performance, and restructuring efforts; (b) information learned from my review of relevant documents; and

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the *Amended Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of Its Debtor Affiliates* [Docket No. 469] (including all exhibits and supplements thereto and as may be modified, amended, or supplemented from time to time, the “**Plan**”), the *Disclosure Statement for the Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of Its Debtor Affiliates* [Docket No. 360, Ex. A] (including all exhibits thereto and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”), or the *Order (I) Conditionally Approving the Adequacy of the Information Contained in the Disclosure Statement, (II) Approving the Solicitation and Voting Procedures with Respect to Confirmation of the Plan, (III) Approving the Form of Ballots and Notices in Connection Therewith, (IV) Scheduling Certain Dates with Respect Thereto, and (V) Granting Related Relief* [Docket No. 347] (the “**Disclosure Statement Order**”), as applicable.

(c) information I have received from members of the Debtors' management or the Debtors' advisors.

3. I am over the age of 18 and authorized to submit this Declaration on behalf of the Debtors. I am not being compensated for this testimony other than through payments received by Lynd as a professional engaged by the Debtors; none of those payments are specifically payable on account of this testimony. If called upon to testify, I could and would testify competently to the statements set forth in this Declaration, as the information in this Declaration is complete and accurate to the best of my knowledge.

I. Background and Qualifications

4. I have been the Chief Operating Officer and subsequently the Chief Financial Officer of Lynd since 2021. Lynd is a leading operator, developer, and investor for multifamily properties. Among other things, Lynd typically provides property management, asset management and financial reporting, business operations, construction, and related services to multifamily properties across the United States.

5. I have over 25 years of management and operations experience. I previously worked as Chief Financial and Chief Operating Officer for GDC Technics, a bespoke manufacturer of head of state aircraft interiors. I received a Master of Business Administration from Southern Methodist University and an associate of applied sciences degree from Texas State Technical College.

II. Lynd Steps in Prepetition to Support the Kelly Hamilton Property in the Wake of Mr. Silber's Guilty Plea

6. Lynd Management Group serves as the Property Manager for the Kelly Hamilton Property, pursuant to that certain Amended and Restated Property Management Agreement dated June 10, 2025. As the property manager for the Kelly Hamilton Property, Lynd Management

provides on-site personnel and oversees all day-to-day property-level functions, including leasing, maintenance, compliance with regulatory obligations, and the coordination of services for residents. LAGSP serves as asset manager for the Debtors pursuant to that certain Asset Management Agreement dated June 10, 2025. As the asset manager for the Kelly Hamilton Property, LAGSP provides strategic oversight of the Kelly Hamilton Property's operations, ensures compliance with financing and regulatory obligations, and assists in capital planning and financial reporting.

7. Kelly Hamilton Property is a 110-unit multifamily residential apartment complex located in Pittsburgh, Pennsylvania. The Kelly Hamilton Property serves low-income tenants and participates in various government-supported housing programs, including Department of Housing and Urban Development (“**HUD**”) housing assistance and rent-restricted programs under applicable regulatory agreements.

8. There are two separate HUD approvals necessary for Kelly Hamilton. First, an approval as property manager which Lynd received in August 2025. The second necessary approval is HUD's approval as “owner.” This step has not been completed yet, but Lynd has submitted all of the relevant documents to HUD, and they are processing the request. This approval remains a condition to close.

9. The Kelly Hamilton Property is a vital affordable housing resource in its local community. Rent payments from tenants, including subsidies paid directly by the HAP contract, represent the Debtors' primary source of revenue. The Debtors do not have employees of their own and instead rely on third-party professionals, such as Lynd, to manage and operate the Kelly Hamilton Property. Approval as the HAP contract administrator for the Kelly Hamilton Property was more difficult than usual given the ownership and authority challenges the Crown Capital

Portfolio faces as a result of Mr. Silber's guilty plea. Nonetheless, Lynd has received approval as management agent for the HAP contract for the Kelly Hamilton Property in mid-August 2025.

10. At the time that Lynd became the asset and property manager, the Kelly Hamilton Property faced significant, preexisting challenges. The units were in extremely poor condition and needed significant upgrades and repairs. There were critical gaps in the property's administrative and record-keeping processes that posed significant risks to both operational efficiency and financial accuracy. The property faced significant "bad debt" and numerous vacant or unoccupied units. Additionally, these challenges were compounded when Moshe "Mark" Silber, who managed the Debtors, entered into a plea agreement with the Fraud Section of the Department of Justice and the United States Attorney for the District of New Jersey for conspiracy to commit wire fraud affecting an institution pursuant to 18 U.S.C. § 371. The plea agreement was filed publicly on July 9, 2024, and was dated April 17, 2024.

11. As discussed in these chapter 11 cases, Mr. Silber was effectively disqualified from continuing to manage the Debtors following his guilty plea. Pursuant to a forbearance agreement entered between Mr. Silber and certain noteholders on August 29, 2024, it was required that Mr. Silber appoint an independent fiduciary acceptable to the noteholders as the sole director of CBRM Realty Inc. and Crown Capital Holdings LLC, providing that individual with an irrevocable proxy for so long as the obligations under the forbearance agreement remained pending.

12. On September 26, 2024, the noteholders party to the forbearance agreement consented to the appointment of Ms. Elizabeth A. LaPuma as the Independent Fiduciary. Since that time, Ms. LaPuma has acted in a fiduciary capacity for those entities and the dozens of other entities directly or indirectly owned by CBRM, including the Debtors. Lynd continued to serve as

the asset and property manager to the Kelly Hamilton Property and served as an advisor to the Independent Fiduciary along with other professionals.

13. Lynd has been engaged, and in consistent contact, with HUD from the beginning of its tenure as the asset manager of the Kelly Hamilton Property, which occurred starting on February 3, 2025. Prior to Lynd's involvement in the portfolio, Landex Management aka Winn Companies ("**Winn**") was hired as the property manager for the Kelly Hamilton Property, among other properties in the portfolio. On September 27, 2024, Winn provided notice of termination of the management agreements calling from a transfer of management oversight on October 31, 2024. On October 3, 2024, HUD issued a notice to Winn requiring them to continue as the manager pending HUD approval of a replacement management agent. Therefore, the Kelly Hamilton Property was left in "limbo" with a lame duck management agent who failed to address tenant complaints. Lynd stepped in to manage the property when Winn virtually abandoned the Kelly Hamilton Property. Lynd submitted to HUD for approval as management agent, but due to conflicting issues with authority related to Silber's ownership, HUD did not provide the appropriate approvals. After continued discussion trying to overcome the ownership issue with HUD, once Winn abandoned the property, Lynd stepped in on an unapproved, emergency basis to manage the Kelly Hamilton Property.

14. Ultimately, the Debtors entered bankruptcy in order to be able to provide HUD with definitive court approval of ownership signature authority. Since that time, Lynd has worked carefully, constructively, and collaboratively with HUD to become the HUD-approved property manager of the Kelly Hamilton Property. On August 25, 2025, HUD approved Lynd Management Group as the management agent for the Kelly Hamilton Property.

15. Lynd delivered an asset recovery plan to the Independent Fiduciary, the Debtors' financial advisor, and Debtors' counsel. In connection with that plan, and alongside other professionals retained in this case, Lynd conducted a thorough analysis of the Debtors' properties, including the Kelly Hamilton Property, to determine which, if any, had value in excess of their mortgage balances that could support equity. This analysis included an on-site inspection of the Kelly Hamilton Property and a review of the property's financial documents. As a result of this analysis, Lynd determined that the Kelly Hamilton Property had potential equity value but required asset stabilization and capital funding to make its units rent-ready and to correct conditions on the property.

16. Despite the potential equity value in the Kelly Hamilton Property, it was nearly impossible to obtain financing for that property due to the guilty plea by Mr. Silber. Generally, lenders are unwilling to provide capital or financing to counterparties controlled by parties with felony convictions. Further, Mr. Silber entered into a plea agreement which provided for criminal forfeiture to the US government. Given that Mr. Silber is the sole equity holder of CBRM, which is the parent entity of the Debtors, many financing parties refused to provide capital for out-of-court restructuring efforts. Without additional capital, combined with the Debtors' limited liquidity, capital needs, and the legacy deferred maintenance burden, the Debtors' ability to stabilize operations and maintain compliance with regulatory standards was impossible. As such, the Debtors commenced these chapter 11 cases to facilitate an in-court restructuring and sale process to obtain critical funding for necessary operations of the Kelly Hamilton Property, to safeguard resident health and safety, and to maximize value for the Debtors' estates and recoveries for their creditors.

III. Lynd Continues to Provide Critical Support to the Kelly Hamilton Property During These Chapter 11 Cases

17. As disclosed throughout these cases, 3650 SS1 Pittsburgh LLC (the “**Kelly Hamilton DIP Lender**” or the “**Kelly Hamilton Purchaser**”) agreed to provide the Kelly Hamilton DIP Facility, which is a \$9.7 million senior secured, superpriority debtor-in-possession credit facility, subject to the Court’s approval. The Kelly Hamilton DIP Lender is a vehicle created by 3650 REIT Investment Management LLC (“**3650 REIT**”), which is Lynd’s financing partner. Lynd holds a participating interest in 3650 SS1 Pittsburgh, LLC through its affiliate Kelly Hamilton Lender, LLC. On May 28, 2025, the Debtors filed the *Debtors’ Motion for Entry of an Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* [Docket No. 61], seeking entry of interim and final orders approving the Kelly Hamilton DIP Facility, as well as related relief. On June 4, 2025, the Court entered the *Interim Order (I) Authorizing the Kelly Hamilton DIP 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. 108]. On June 19, 2025, the Court entered the *Final Order (I) Authorizing the Kelly Hamilton DIP 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] (the “**Final Order**”).

18. On June 11, 2025, the Debtors filed 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] seeking authority to assume critical prepetition property management and staffing contracts with Lynd Management and LAGSP, which provided

essential onsite and centralized services to the Debtors' multifamily housing portfolio, including the Kelly Hamilton Property. On June 18, 2025, the Court entered the *Order Authorizing the Assumption of Certain Amended and Restated Property Management Agreements and Asset Management Agreement* [Docket No. 171]. The assumptions of Lynd's contracts allowed the Debtors to preserve value and maintain operational stability, continuity, and compliance with regulatory requirements, and safeguard resident health and safety throughout the chapter 11 process.

19. In accordance with the approved budget attached to the Final Order, the Kelly Hamilton DIP Facility provides \$1.3 million in "Kelly Hamilton Capex – Phase 1" and \$313,000 in working capital. "Kelly Hamilton Capex – Phase 1" refers to capital expenditures relating to interior unit improvement including the repair of occupied and unoccupied units. Additionally, funds were allocated for exterior repairs, plumbing repairs, and water conservation. Working capital refers to money used to sustain the operating expenditures of the property including utility payments, insurance, interest expenses and similar operating expenses. In accordance with the Final Order, Lynd, at the Debtors' direction, commenced repairs utilizing the allocated funds to improve and stabilize operations at the Kelly Hamilton Property.

20. A true and correct copy of the postpetition expenditures under the "Kelly Hamilton Capex – Phase 1" and "Working Capital" made by the Debtors are attached as Exhibit A. Lynd has issued contracts for the entire Capex budget. The Kelly Hamilton DIP Facility was used as a bridge to fund the operations of the Kelly Hamilton Property during these chapter 11 cases. A more permanent solution is necessary for the Kelly Hamilton Property to stabilize in the short term and long term.

IV. The Kelly Hamilton Purchaser and Lynd's Preparations for the Kelly Hamilton Property Post-Confirmation

21. The Kelly Hamilton DIP Facility specifically contemplated that the Kelly Hamilton Lender was entitled, subject to Court approval, to enter into a stalking horse purchase agreement with respect to the Kelly Hamilton Property under section 363 of the Bankruptcy Code. On July 11, 2025, the Kelly Hamilton Purchaser entered into the Kelly Hamilton Purchase Agreement, subject to the Court's approval. On July 24, 2025, the Court entered the *Order (I) Approving (A) Bidding Procedures, the Sale Timeline, and the Form and Manner of Notice Thereof for the Kelly Hamilton Property, (B) the Debtors' Entry into and Performance under the Stalking Horse Agreement, (C) Bid Protections in Connection with the Stalking Horse Agreement, and (D) Assumption and Assignment Procedures, and (II) Granting Related Relief* [Docket No. 325] approving the Bidding Procedures, the Kelly Hamilton Purchase Agreement, the bid protections, and all related relief requested in the Bidding Procedures Motion. On August 15, 2025, the Debtors filed the *Notice of Cancellation of Auction and Designation of the Stalking Horse Bid as the Successful Bid for the Kelly Hamilton Property* [Docket No. 383], notifying the Court and the public that the Kelly Hamilton Purchaser was designated as the Successful Bidder in accordance with the Bidding Procedures.

22. The Kelly Hamilton Purchaser has demonstrated that they are up to the task of becoming the owners of the Kelly Hamilton Property. They are getting the necessary work done for the benefit of residents and to preserve the Kelly Hamilton Property as a vital, multi-family housing going concern in the Pittsburgh community. Lynd understands the scope of the work necessary to be done at Kelly Hamilton Property, the necessary budget to address the scope of this work, and the necessary funding to accomplish this work. Lynd is preparing not only for

ownership of the Kelly Hamilton Property in the short term, but also to care for the property in the long term.

23. *First*, Lynd has commissioned multiple inspections of the Kelly Hamilton Property. As mentioned above, Lynd conducted an inspection when it first became the asset manager of the Kelly Hamilton Property. Thereafter, 3650 REIT during its due diligence and negotiation of the Kelly Hamilton DIP Facility commissioned their own third-party inspection of the Kelly Hamilton Property. As recently as August 5, 2025, Lynd and its lending partners commissioned another third-party project capital needs reports for the Kelly Hamilton Property. Additionally, Lynd voluntarily engaged a third-party to conduct a National Standards for the Physical Inspection of Real Estate (“**NSPIRE**”) pre-inspection of the Kelly Hamilton Property, which is scheduled for early September 2025. Lynd utilized these reports to develop a budget for the repair and sustainability needs of the Kelly Hamilton Property.

24. *Second*, Lynd has created a budget for capital expenditures, including renovations and servicing. Lynd has taken steps to ensure it will have the necessary dollars to undertake these projects. Relying on Lynd’s expertise, Lynd has budgeted \$1.4 million to address the necessary capital expenditures. Lynd has committed more capital than each of the third party reports identified as required.

25. *Third*, while the Kelly Hamilton Purchase Agreement requires HUD to consent to the assignment of the HAP Contract before the sale can close, the Debtors are advancing through HUD’s established process for the assignment of the HAP contract and are confident they will receive HUD’s consent. The Kelly Hamilton Purchaser has engaged with HUD for weeks, held calls with HUD, and submitted the necessary materials for HUD’s review. HUD has acknowledged the Court-approved milestones in these Chapter 11 Cases and is coordinating its internal review

accordingly. The Kelly Hamilton Purchase Agreement includes a scheduled closing date. HUD is aware of that closing date.

26. During the course of these cases, Lynd and its counsel have communicated the above points, the cash flow issues of the property, and Lynd's plan to address the Kelly Hamilton Property with various stakeholders, including both Plan objectors. Lynd has invited these stakeholders and the City of Pittsburgh to the property to view the progress that has been made. To date, the City of Pittsburgh and other objectors have not accepted Lynd's offer to view the property.

27. Approval of the Sale Transaction is critical to the Debtor's ability to provide safe and sustainable living to Tenants. Lynd's ability to improve the property, for the benefit of all residents and the Debtors' stakeholders is conditioned upon its ability to close on the Sale Transaction. If Lynd closes on the property, it has a budget and a set of work orders to restore the Kelly Hamilton Property that it is ready to implement immediately. Lynd is confident of its ability to get the necessary funding from HUD and the assignment of the HAP contracts in light of the above, and to take the necessary next steps to restore the Kelly Hamilton Property as a vital, affordable housing resource for the Pittsburgh community.

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

Dated: September 2, 2025

Respectfully submitted,

/s/ Justin Utz
Justin Utz
Chief Financial Officer
Lynd

Exhibit A

DESCRIPTION OF WORK	VALUE
EXTERIOR RENOVATIONS/REPAIRS	
Landscaping, hedge removal, tree removal/trimming	\$ 110,000.00
Exterior Lighting, Life/Safety	\$ 33,000.00
Roof Replacements/Repairs	\$ 126,500.00
Carpentry, Siding, Trim, Balconies - repair and replacement	\$ 126,500.00
Painting, Curb Appeal	\$ 48,950.00
VACANT UNIT - INTERIOR RENOVATIONS	
Vacant Unit Turns	\$ 220,262.90
Remove and Replace Toilets	\$ 4,372.50
HVAC Contingency	\$ 8,250.00
Additional Vacants/Interior Life Safety	\$ 71,500.00
PLUMBING	
Repairs and deferred maintenance	\$ 363,000.00
Water Conservation	\$ 78,650.00
Contingency	\$ 109,014.60
Total	\$ 1,300,000.00