



Order Filed on September 4, 2025
by Clerk
U.S. Bankruptcy Court
District of New Jersey

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

In re:

CBRM REALTY INC., *et al.*,

Debtors.¹

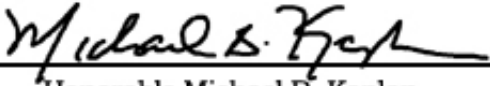
Chapter 11

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

**ORDER AUTHORIZING THE
DEBTORS' EMPLOYMENT AND RETENTION OF
ISLANDDUNDON LLC AS FINANCIAL ADVISOR AND
INVESTMENT BANKER EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered 2 through 14, is **ORDERED**.

DATED: September 4, 2025


Honorable Michael B. Kaplan
United States Bankruptcy Judge

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), and RH New Orleans Holdings MM LLC (1951). The location of the Debtors' service address in these chapter 11 cases is: In re CBRM Realty Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.



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Upon the application (the “**Application**”)¹ of the above-captioned debtors and debtors in possession (the “**Debtors**”) for entry of an order (this “**Order**”) granting the employment and retention of IslandDundon LLC (“**IslandDundon**”) as financial advisor and investment banker, effective as of the Petition Date, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016, and as more fully described in the Application; and upon the Dundon Declaration; and upon the LaPuma Declaration; and upon the First Day Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that consideration of the Application is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that venue of this proceeding and the Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application, the Dundon Declaration, and the LaPuma Declaration, and having heard the statements in support of the relief requested therein at a hearing before this Court (the “**Hearing**”), if any; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause

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

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appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. The Debtors are authorized to retain IslandDundon as Financial Advisor and Investment Banker pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1, effective as of the Petition Date under the terms of the Engagement Agreement attached hereto as **Exhibit 1**, and IslandDundon is authorized to perform the Financial Services described in the Application and set forth in the Engagement Agreement to the extent set forth herein.
3. None of the fees payable to IslandDundon shall constitute a "bonus" or fee enhancement under applicable law.
4. IslandDundon is authorized to take all actions necessary to comply with its duties as Financial Advisor and Investment Banker as described in the Application and set forth in the Engagement Agreement to the extent set forth herein.
5. Notwithstanding any provision to the contrary in this Order, the Application, the Dundon Declaration, the LaPuma Declaration, or the Engagement Agreement, section 1(l) of the Engagement Agreement is null and void during the pendency of these chapter 11 cases.
6. Notwithstanding any provision to the contrary in this Order, the Application, the Dundon Declaration, the LaPuma Declaration, or the Engagement Agreement, section 2 of the Engagement Agreement is revised to remove "and, if and to the extent the Company deems it

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necessary or advisable, authorize the Company to retain any IslandDundon personnel as interim management (including as a chief restructuring officer) during the pendency of the Chapter 11 Cases.”

7. Notwithstanding any provision to the contrary in this Order, the Application, the Dundon Declaration, the LaPuma Declaration, or the Engagement Agreement, section 5(d) of the Engagement Agreement is null and void during the pendency of these chapter 11 cases.

8. Notwithstanding any provision to the contrary in this Order, the Application, the Dundon Declaration, the LaPuma Declaration, or the Engagement Agreement, section 8 of the Engagement Agreement is revised to remove “[t]he Company shall promptly pay all of IslandDundon’s fees and expenses then accrued within thirty days of the dismissal of the Chapter 11 Cases whether or not IslandDundon’s retention or any IslandDundon’s fee applications were approved by the Bankruptcy Court before or after such dismissal.”

9. Notwithstanding any provision to the contrary in this Order, the Application, the Dundon Declaration, the LaPuma Declaration, or the Engagement Agreement, section 12 of the Engagement Agreement is revised to remove “[t]he personal fiduciary duty of officer(s) which IslandDundon may furnish shall be as set forth, and limited, in the instrument(s) whereby he, she or they assume such officer(s), and IslandDundon is not a guarantee of nor does it otherwise share any of those personal duties.”

10. Except to the extent set forth herein, IslandDundon’s compensation, as set forth in the Engagement Agreement, including, without limitation, the Base Monthly Fee, the Bankruptcy

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Financing Fee, and the Completion Fee, is approved pursuant to section 328(a) of the Bankruptcy Code. IslandDundon shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of this Order and the Engagement Agreement.

11. IslandDundon shall file interim and final fee applications for allowance of compensation for services and reimbursement of expenses pursuant to and in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, and any applicable orders and procedures of this Court; *provided* that the compensation, fees, and expenses payable to IslandDundon pursuant to the Engagement Agreement shall be subject to review only pursuant to the standard of review set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code.

12. Notwithstanding any provision to the contrary in this Order, the Application, the Dundon Declaration, the LaPuma Declaration, or the Engagement Agreement, the U.S. Trustee and the Court shall retain the right to object to the compensation, fees, and expenses to be paid to IslandDundon pursuant to the Application and the Engagement Agreement, including the Base Monthly Fee, the Bankruptcy Financing Fee, and the Completion Fee, based on the reasonableness standard provided for in section 330 of the Bankruptcy Code, not section 328(a) of the Bankruptcy Code, and the Court retains jurisdiction to consider any such objection or response by the U.S. Trustee to IslandDundon's interim and final fee applications under section 330 of the Bankruptcy Code. This Order and the record relating to the Court's consideration of the Application shall not

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prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of IslandDundon's compensation, fees, and expenses under sections 330 and 331 of the Bankruptcy Code. Accordingly, nothing in this Order or such record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of IslandDundon's fees and reimbursement of expenses.

13. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, any applicable procedures or orders of the Court or any guidelines regarding the submission and approval of fee applications, IslandDundon is granted a limited waiver of the information-keeping requirements relating to compensation requests set forth in Bankruptcy Rule 2016(a), Local Rule 2016-1, the U.S. Trustee Guidelines, and any other applicable orders or procedures of the Court in connection with the services to be rendered pursuant to the Engagement Agreement. IslandDundon shall include in its interim and final fee applications, among other things, time records of services rendered for the Debtors, including summary descriptions of those services by each individual, the time expended in providing those services on each date by each individual in rendering services in half-hour (0.5) increments, and the identity of the individuals who provided those services.

14. Notwithstanding any provision to the contrary in this Order, the Application, the Dundon Declaration, the LaPuma Declaration, or the Engagement Agreement, no amounts shall be paid to IslandDundon absent an order of this Court approving a fee application filed on notice to parties-in-interest in these chapter 11 cases under the procedures set forth in any order entered

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by the Court in these chapter 11 cases allowing for interim compensation, except that the Debtors are authorized to pay the \$350,000 Base Monthly Fee to IslandDundon each month when required under the Engagement Agreement without a prior fee application; *provided, however*, that IslandDundon shall file monthly fee statements and interim fee applications pursuant to the deadlines and other procedures specified for interim fee applications and monthly fee statements set forth in any order entered by this Court in these chapter 11 cases allowing for interim compensation, except as otherwise expressly set forth in this Order. To the extent an order is not entered allowing for the filing of monthly fee statements, IslandDundon will submit monthly fee invoices to the U.S. Trustee that includes time records as set forth in paragraph 13 above and IslandDundon will submit the monthly fee invoices to the U.S. Trustee by the twentieth (20th) day of each calendar month. All fees paid to IslandDundon by the Debtors pursuant to the Engagement Agreement during these chapter 11 cases are subject to disgorgement unless and until they are approved by the Court on a final basis, after submission of IslandDundon's final fee application.

15. The Debtors are authorized to compensate and reimburse IslandDundon pursuant to the terms of the Engagement Agreement, subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of this Court, including this Order.

16. Notwithstanding any provision to the contrary in the Engagement Agreement, to the extent the Completion Fee is not paid in full in cash as of the Effective Date of the Plan, the Completion Fee shall be paid by the Creditor Recovery Trust in accordance with the Plan;

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provided, however, that the Completion Fee shall not be satisfied by (1) the proceeds of any Contributed Claim contributed to the Creditor Recovery Trust by a Contributing Claimant or (2) the portion of the Creditor Recovery Trust Amount transferred to the Creditor Recovery Trust on the Effective Date (as each such term is defined in the Plan).

17. IslandDundon will review its files periodically through these chapter 11 cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, IslandDundon will identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

18. The indemnification, contribution, and reimbursement provisions included in the Engagement Agreement are approved, subject during the pendency of these chapter 11 cases to the following modifications:

- a. IslandDundon shall be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Agreement, unless the indemnification, contribution or reimbursement is approved by the Court;
- b. Notwithstanding any provision of the Engagement Agreement to the contrary, the Debtors shall have no obligation to indemnify or provide contribution or reimbursement to IslandDundon or any of its affiliates, their respective members, directors, officers, employees and controlling persons, and each of their respective successors and assigns (collectively, the “**Indemnified Parties**” and each individually, an “**Indemnified Party**”) for any claim or expense to the extent that it is either: (i) judicially determined (the determination having become final) to have arisen from such Indemnified Party’s gross negligence, bad faith, breach of fiduciary duty (if any), self-dealing to which the Debtors have not consented, or willful misconduct, (ii) for a contractual dispute in which the Debtors allege breach of that Indemnified Party’s contractual obligations under the Engagement

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Agreement unless this Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled without the Debtors' consent prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which that Indemnified Party should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement, as modified by this Order; and

- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, any Indemnified Party believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, or reimbursement obligations under the Engagement Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, such Indemnified Party must file an application before this Court and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for indemnification, contribution, or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify or make contributions or reimbursements to IslandDundon. All parties in interest shall retain the right to object to any demand by IslandDundon for indemnification, contribution, or reimbursement in accordance with the terms of this Order.

19. During the course of these chapter 11 cases, any limitation of liability provisions in the Engagement Agreement shall have no force or effect.

20. Notwithstanding any provision to the contrary in this Order, the Application, the Dundon Declaration, the LaPuma Declaration, or the Engagement Agreement, the Court shall have exclusive jurisdiction over IslandDundon's engagement during the pendency of these chapter 11 cases.

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21. Notwithstanding any provision to the contrary in this Order, the Application, the Dundon Declaration, the LaPuma Declaration, or the Engagement Agreement, IslandDundon shall provide at least ten (10) business days' notice of any increases in its billing rates to the Debtors and the U.S. Trustee, and shall file such notice with the Court. All parties in interest retain the right to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

22. IslandDundon shall (i) not seek reimbursement of any fees or costs including attorney fees and costs, arising from the defense of any objections to any of IslandDundon's fee applications in these cases; (ii) use the billing and expenses categories that are substantially similar to those set forth in the UST Guidelines (Exhibit D-1 "Summary of Compensation Requested by Project Category"); and (iii) provide any and all monthly fee statements, interim fee applications, and final fee applications in "LEDES" or "EXCEL" format to the U.S. Trustee.

23. Notwithstanding any provision to the contrary in this Order, the Application, the Dundon Declaration, the LaPuma Declaration, or the Engagement Agreement, IslandDundon shall (i) to the extent that IslandDundon uses the services of independent contractors or subcontractors (collectively, the "**Contractors**") in these cases, pass through the cost of such Contractors at the same rate that IslandDundon pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for IslandDundon; (iv) file with this Court such disclosures required by Bankruptcy Rule 2014; and

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(v) attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in these cases.

24. In the event that, during the pendency of these chapter 11 cases, IslandDundon requests reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be billed in one-tenth hour increments and shall be included in IslandDundon's fee applications, both interim and final, and such invoices and time records shall be in compliance with the Local Rules, the U.S. Trustee Guidelines, and the standards of section 330 and section 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, IslandDundon shall only be reimbursed for any legal fees incurred in connection with these chapter 11 cases to the extent permitted under applicable law. The U.S. Trustee shall have the right to respond or object to IslandDundon's request for reimbursement of expenses, including but not limited to any request for the reimbursement of legal fees of IslandDundon's independent counsel, based on the reasonableness standard provided in section 330 of the Bankruptcy Code and not section 328(a) of the Bankruptcy Code.

25. Notwithstanding any provision to the contrary in this Order, the Application, the Dundon Declaration, the LaPuma Declaration, or the Engagement Agreement, IslandDundon shall seek reimbursement from the Debtors' estates for its engagement-related expenses at IslandDundon's actual cost paid.

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26. Notwithstanding any provision to the contrary in this Order, the Application, the Dundon Declaration, the LaPuma Declaration, or the Engagement Agreement, in the event that any Bankruptcy Financing Fee and/or Completion Fee is earned and paid to IslandDundon prior to the conclusion of the Debtors' pending chapter 11 cases, IslandDundon shall continue to provide services to the Debtors until the conclusion of these chapter 11 cases pursuant to the terms of the Engagement Agreement (unless precluded from doing so as a matter of applicable law, rule, or regulation) unless permitted to cease providing such services following notice and approval of this Court, and shall continue to earn and be paid its Monthly Fees pursuant to the Engagement Agreement and this Order until the conclusion of these chapter 11 cases.

27. Upon earning the Bankruptcy Financing Fee and/or the Completion Fee or a portion thereof, IslandDundon will file a related fee application or otherwise provide notice to the Debtors and the U.S. Trustee, and the Debtors will promptly deposit the earned portion of the Bankruptcy Financing Fee and/or Completion Fee into an escrow account solely for the benefit of IslandDundon. IslandDundon will file a fee application for approval and payment of any Bankruptcy Financing Fee and/or Completion Fee from the escrow account.

28. IslandDundon shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these cases.

29. Notwithstanding any provision to the contrary in this Order, the Application, the Dundon Declaration, the LaPuma Declaration, or the Engagement Agreement, during the course

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of these chapter 11 cases, section 15 of the Engagement Agreement is revised to reflect that termination will only be allowed upon entry of an Order by the Court.

30. Notwithstanding any provision to the contrary in this Order, the Application, the Dundon Declaration, the LaPuma Declaration, or the Engagement Agreement, in the event that any of these chapter 11 cases convert to a case under chapter 7 of the Bankruptcy Code, the chapter 7 trustee appointed to such case or cases shall have no obligation to continue the engagement of IslandDundon.

31. In the event of any inconsistency between the Application, the Dundon Declaration, the LaPuma Declaration, the Engagement Agreement, and this Order, this Order shall govern.

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

33. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Engagement Agreement, the Application, the Dundon Declaration, and the LaPuma Declaration.

34. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry, notwithstanding the possible applicability of Bankruptcy Rule 6004. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these chapter 11 cases to cases under chapter 7.

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35. To the extent that this Order is inconsistent with the Application, the Dundon Declaration (including any supplement(s) thereto), the LaPuma Declaration (including any supplement(s) thereto), or the Engagement Agreement, the terms of this Order shall govern.

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

Form order – ntcorder

UNITED STATES BANKRUPTCY COURT

District of New Jersey
402 East State Street
Trenton, NJ 08608

Case No.: 25–15343–MBK
Chapter: 11
Judge: Michael B. Kaplan

In Re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

CBRM Realty Inc.
c/o Lynd Living
4499 Pond Hill Road
San Antonio, TX 78231

Social Security No.:

Employer's Tax I.D. No.:
26–3782420

NOTICE OF JUDGMENT OR ORDER
Pursuant to Fed. R. Bankr. P. 9022

Please be advised that on September 4, 2025, the court entered the following judgment or order on the court's docket in the above-captioned case:

Document Number: 514 – 254

ORDER AUTHORIZING THE DEBTORS EMPLOYMENT AND RETENTION OF ISLANDDUNDON LLC AS FINANCIAL ADVISOR AND INVESTMENT BANKER EFFECTIVE AS OF THE PETITION DATE (Related Doc # 254). Service of notice of the entry of this order pursuant to Rule 9022 was made on the appropriate parties. See BNC Certificate of Notice. Signed on 9/4/2025. (llb)

Parties may review the order by accessing it through PACER or the court's electronic case filing system (CM/ECF). Public terminals for viewing are also available at the courthouse in each vicinage.

Dated: September 4, 2025
JAN: llb

Jeanne Naughton
Clerk