Docket #0817 Date Filed: 05/05/2026

| UNITED STATES BANKRUPTCY COURT<br>DISTRICT OF NEW JERSEY<br>**Caption in Compliance with D.N.J. LBR 9004-1** | |
|---|---|
| In re:<br><br>CBRM Realty Inc. *et al.*,<br><br>Debtors.[1] | Chapter 11<br><br>Case No. 25–15343 (MBK)<br>(Jointly Administered) |

**STIPULATION AND AGREED ORDER DISMISSING PROOFS OF CLAIM FILED BY RLA CONSULTING LLC**

The relief set forth on the following pages, numbered two (2) through five (5), is **ORDERED.**

[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.

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**Caption in Compliance with D.N.J. LBR 9004-1(b)**

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*Counsel to CBRM Realty Inc. and its Debtor Affiliates*

CBRM Realty Inc. and its debtor affiliates (collectively, the "**Debtors**"), acting at the direction of the Wind-Down Officer (as defined in the *Amended Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of its Debtor Affiliates (With Technical Modifications)* [Docket No. 500] (the "**CBRM Plan**") or the *Modified Joint Chapter 11 Plan of Crown Capital Holdings LLC and Certain of its Debtor Affiliates* [Docket No. 622] (the "**Crown Capital Plan**", together with the CBRM Plan, the "**Plans**")), and White & Case LLP, in its capacity as an administrative expense priority creditor owed in excess of $4.95 million, hereby enter into this stipulation and agreed order (this "**Stipulation and Agreed Order**") as follows:[1]

## BACKGROUND

On January 29, 2026, RLA Consulting LLC ("**RLA**") filed Proof of Claim No. 276 and Proof of Claim No. 277 (collectively, the "**Proofs of Claim**"). The Proofs of Claim asserted General Administrative Claims.

On March 13, 2026, White & Case LLP, in its capacity as an administrative expense creditor in the chapter 11 cases, filed the *White & Case LLP's Objection to Proofs of Claim Nos. 276 and 277 of RLA Consulting LLC* [Docket No. 761] (the "**Claim Objection**"), objecting to the Proofs of Claim and seeking their disallowance.

RLA has advised that it does not object to the Claim Objection and the disallowance of its Proofs of Claim requested therein.

[1] Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Plans, as applicable.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON APPROVAL BY THE BANKRUPTCY COURT OF THIS STIPULATION, THE FOLLOWING IS SO ORDERED**:

1. The Proofs of Claim are hereby withdrawn by the Wind-Down Officer with prejudice.

2. The Claim Objection is deemed moot and/or otherwise withdrawn with prejudice.

3. For the avoidance of doubt, except to the extent explicitly set forth in this Stipulation and Agreed Order, nothing contained herein or any actions taken pursuant to this Stipulation and Agreed Order are intended as or should be construed or deemed to be: (a) an implication or admission as to the amount of, basis for, priority, or validity of any claim against a Debtor entity under title 11 of the United States Code (the "**Bankruptcy Code**") or other applicable law; (b) a promise or requirement to pay any particular claim; (c) an implication or admission that any particular claim is of a type specified or defined in this Stipulation and Agreed Order or a finding that any particular claim is an administrative expense claim or other priority claim; (d) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (e) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; and (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law.

4. This Court shall retain jurisdiction over the subject matter of this Order and to enforce the provisions set forth herein.

5. Each of the parties shall bear its own costs, expenses, and attorneys' fees incurred in connection with the negotiation, execution, and performance of this Stipulation and Agreed Order and the matters addressed herein.

6. This Stipulation and Agreed Order shall only be effective and enforceable upon its approval and entry by the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**") on the docket for these chapter 11 cases, and shall become effective upon such approval.

7. The undersigned hereby represent and warrant that they have full authority to execute this Stipulation and Agreed Order on behalf of the respective parties and that the respective parties have full knowledge of and have consented to this Stipulation and Agreed Order.

8. The parties agree that each of them, through their respective counsel, has had a full opportunity to participate in the drafting of this Stipulation and Agreed Order, and, accordingly, any claimed ambiguity shall be construed neither for nor against either of the parties.

9. This Stipulation and Agreed Order constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, and understandings, both written and oral, among the parties with respect thereto.

10. By entering into this Stipulation and Agreed Order, the parties are not waiving and shall not be deemed to have waived any available claims or defenses, including at law, equity, or otherwise, except as otherwise provided in this Stipulation and Agreed Order.

11. This Stipulation and Agreed Order shall not be modified, altered, amended, or vacated without written consent of all parties hereto.

12. The Bankruptcy Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Stipulation and Agreed Order, and the parties hereby consent to such jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation and Agreed Order.

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**AGREED TO:**

/s/ *Andrew Zatz*

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