Docket #0005 Date Filed: 8/7/2025

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

**WHITE & CASE LLP**
Gregory F. Pesce (admitted *pro hac vice*)
111 South Wacker Drive
Chicago, Illinois 60606
Telephone: (312) 881-5400
Email: gregory.pesce@whitecase.com

- and -

Andrew Zatz
Samuel P. Hershey (admitted *pro hac vice*)
Barrett Lingle (admitted *pro hac vice*)
Lucas G. Curtis (admitted *pro hac vice*)
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
Email: azatz@whitecase.com
sam.hershey@whitecase.com
barrett.lingle@whitecase.com
lucas.curtis@whitecase.com

*Counsel to Debtors and Debtors-in-Possession*

**KEN ROSEN ADVISORS PC**
Kenneth A. Rosen
80 Central Park West
New York, New York 10023
Telephone: (973) 493-4955
Email: ken@kenrosenadvisors.com

*Co-Counsel to Debtors and Debtors-in-Possession*

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| 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)<br><br>Judge: Kaplan |
| CBRM Realty Inc.,<br><br>*Plaintiff*,<br><br>v.<br><br>Spano Investor LLC and Acquiom Agency Services LLC,<br><br>*Defendants.* | Adv. Proc. No. 3:25-ap-01295 (MBK) |

[1] The debtors in the above captioned chapter 11 cases (the "**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.

**NOTICE OF ENTRY OF STIPULATION AND AGREED ORDER AMONG THE DEBTORS, SPANO INVESTOR LLC AND ACQUIOM AGENCY SERVICES LLC TO STAY ADVERSARY PROCEEDING AND RESOLVE CERTAIN CLAIMS TREATMENT ISSUES**

CBRM Realty, Inc. ("**CBRM**"), Spano Investor LLC ("**Spano**") and Acquiom Agency Services LLC ("**Acquiom**") (each a "**Party**" and, collectively, the "**Parties**"), by and through the undersigned counsel, hereby provide notice of the entry of the *Stipulation and Agreed Order Among the Debtors, Spano Investor LLC and Acquiom Agency Services LLC to Stay Adversary Proceeding and Resolves Certain Claims Treatment Issues,* Case No. 25–15343 (MBK) (Bankr. D.N.J.) [Bankr. Dkt. No. 345][2] (the "**Order Approving Stipulation**") entered by the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**") on July 31, 2025, staying the Adversary Proceeding (defined below). A true and correct copy of the Order Approving Stipulation is attached as **Exhibit A** hereto.

**BACKGROUND**

1. On May 19, 2025 (the "**Petition Dat**e"), the Debtors each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the Bankruptcy Court, and such cases are being jointly administered pursuant to rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") [Bankr. Dkt. No. 51]. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On June 30, 2025, the Debtors filed the *Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of Its Debtor Affiliates* [Bankr. Dkt. No. 246] (the "**Plan**") and the *Disclosure*

[2] "**Bankr. Dkt. No.**" refers to the docket styled *In re CBRM Realty Inc., et al.,* Case No. 25-15343 (MBK) (Bankr. D.N.J. May 19, 2025).

*Statement for the Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of Its Debtor Affiliates* [Bankr. Dkt. No. 247] (the "**Disclosure Statement**").[3]

3. On July 15, 2025, Spano filed proof of claim number 4 against CBRM in the amount of $21,118,881.01 (the "**Spano Claim**"), asserting a secured claim based on a prepetition judgment originally obtained by Acquiom and later assigned to Spano. The Spano Claim purports to be secured by a prepetition levy and property execution on certain assets of CBRM.

4. On July 18, 2025, CBRM commenced an adversary proceeding (the "**Adversary Proceeding**") against Spano and Acquiom in the Bankruptcy Court by filing a complaint (the "**Complaint**") (Adv. Proc. Case No. 3:25-ap-01295, Adv. Dkt. No. 1),[4] seeking relief pursuant to sections 502, 506, 544, 548, 550, and 551 of the Bankruptcy Code, Bankruptcy Rules 3007(b) and 7001, and rules 3007-1 and 7003-1 of the Local Rules of the United States Bankruptcy Court of the District of New Jersey. By the Complaint, CBRM disputed the validity, allowability, and secured status of the Spano Claim and sought, among other relief, to disallow or recharacterize the claim and avoid certain alleged liens.

5. Subsequently, the Parties engaged in good faith, arm's-length negotiations concerning, among other things, the allegations in the Adversary Proceeding. As a result of these negotiations, the Parties reached an agreement on the terms of a stipulation to stay the Adversary Proceeding.

6. On July 31, 2025, the Bankruptcy Court entered the Order Approving Stipulation. Among other things, the Order Approving Stipulation provides that the Adversary Proceeding shall

[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Order Approving Stipulation.

[4] "**Adv. Dkt. No.**" refers to the docket for the Adversary Proceeding, styled *CBRM Realty Inc. v. Spano Investor LLC et al. (In re CBRM Realty Inc.)*, Case No. 3:25-ap-01295 (MBK) (Bankr. D.N.J.).

be held in abeyance in its entirety, including, without limitation, the tolling of all deadlines associated with the Adversary Proceeding and any determination regarding the priority, secured status, or allowability of the Spano Claim for purposes of distribution, pending completion of the Good Faith Determination and resolution of any dispute regarding such determination. The Order Approving Stipulation also provides that if the Creditor Recovery Trustee determines that no value is available for distribution to creditors of CBRM after payment in full of all Allowed Claims against CBRM's subsidiaries, the Adversary Proceeding shall be dismissed with prejudice. Conversely, if the Creditor Recovery Trustee determines that value is available for distribution to creditors of CBRM after payment in full of all Allowed Claims against CBRM's subsidiaries, the Adversary Proceeding shall resume in accordance with a mutually agreed-upon scheduling order to be negotiated in good faith by the Parties and submitted to the Bankruptcy Court for approval unless the Parties agree to dismiss the Adversary Proceeding at such time.

**NOTICE OF ENTRY OF THE ORDER APPROVING STIPULATION**

1. The Debtors hereby provide notice that, on July 31, 2025, the Bankruptcy Court entered the Order Approving Stipulation.

2. The Order Approving Stipulation stays the Adversary Proceeding as set forth further below. Order Approving Stipulation ¶ 5.

3. The entry of the Order Approving Stipulation is without prejudice to the Parties' rights to seek a further stay and any Party's right to object thereto.

**APPLICABILITY OF THE ORDER APPROVING STIPULATION TO THIS ACTION**

4. The Debtors hereby provide further notice that upon entry of the Order Approving Stipulation, the Adversary Proceeding shall be held in abeyance in its entirety, including, without limitation, the tolling of all deadlines associated with the Adversary Proceeding and any

determination regarding the priority, secured status, or allowability of the Spano Claim for purposes of distribution, pending completion of the Good Faith Determination and resolution of any dispute regarding such determination.

5. If the Creditor Recovery Trustee determines that no value is available for distribution to creditors of CBRM after payment in full of all Allowed Claims against CBRM's subsidiaries, the Adversary Proceeding shall be dismissed with prejudice. Conversely, if the Creditor Recovery Trustee determines that value is available for distribution to creditors of CBRM after payment in full of all Allowed Claims against CBRM's subsidiaries, the Adversary Proceeding shall resume in accordance with a mutually agreed-upon scheduling order to be negotiated in good faith by the Parties and submitted to the Bankruptcy Court for approval unless the Parties agree to dismiss the Adversary Proceeding at such time.

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Dated: August 7, 2025

*/s/ Andrew Zatz*

**WHITE & CASE LLP**
Gregory F. Pesce (admitted *pro hac vice*)
111 South Wacker Drive
Chicago, Illinois 60606
Telephone: (312) 881-5400
Email: gregory.pesce@whitecase.com

- and -

Andrew Zatz
Samuel P. Hershey (admitted *pro hac vice*)
Barrett Lingle (admitted *pro hac vice*)
Lucas G. Curtis (admitted *pro hac vice*)
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
Email: azatz@whitecase.com
sam.hershey@whitecase.com
barrett.lingle@whitecase.com
lucas.curtis@whitecase.com

*Counsel to Debtors and Debtors-in-Possession*

**KEN ROSEN ADVISORS PC**
Kenneth A. Rosen
80 Central Park West
New York, New York 10023
Telephone: (973) 493-4955
Email: ken@kenrosenadvisors.com

*Co-Counsel to Debtors and Debtors-in-Possession*

*/s/ Andrew H. Sherman*
**SILLS CUMMIS & GROSS P.C.**
Andrew H. Sherman, Esq.
Boris Mankovetskiy, Esq.
One Riverfront Plaza
Newark, New Jersey 07102
Telephone: (973) 643-7000
Email: asherman@sillscummis.com
bmankovetskiy@sillscummis.com

- and –

**HERBERT SMITH FREEHILLS KRAMER (US) LLP**
Adam C. Rogoff, Esq. (pro hac vice)
1177 Avenue of the Americas
New York, NY 10036
Telephone: (212) 715-9285
E-mail: Adam.Rogoff@hsfkramer.com

*Counsel to Spano Investor LLC*

*/s/ Seth H. Lieberman*
**PRYOR CASHMAN LLP**
Seth H. Lieberman, Esq.
7 Times Square
New York, New York 10036
Telephone: (212) 421-4100
Email: slieberman@pryorcashman.com

*Counsel to Acquiom Agency Services LLC*

# EXHIBIT A

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|---|
| 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] |
| CBRM Realty Inc.,<br><br>*Plaintiff*,<br><br>v.<br><br>Spano Investor LLC and Acquiom Agency Services LLC,<br><br>*Defendants.* |

**Order Filed on July 31, 2025**
**by Clerk**
**U.S. Bankruptcy Court**
**District of New Jersey**

Chapter 11

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

Adv. Proc. No. 25-01295 (MBK)

**STIPULATION AND AGREED ORDER AMONG THE DEBTORS, SPANO INVESTOR LLC AND ACQUIOM AGENCY SERVICES LLC TO STAY ADVERSARY PROCEEDING AND RESOLVE CERTAIN CLAIMS TREATMENT ISSUES**

The relief set forth on the following pages, numbered three (3) through ten (10), is **ORDERED.**

**DATED: July 31, 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.

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

**WHITE & CASE LLP**
Gregory F. Pesce (admitted *pro hac vice*)
111 South Wacker Drive
Chicago, Illinois 60606
Telephone: (312) 881-5400
Email: gregory.pesce@whitecase.com

-and-

Andrew Zatz
Samuel P. Hershey (admitted *pro hac vice*)
Barrett Lingle (admitted *pro hac vice*)
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
Email: azatz@whitecase.com
sam.hershey@whitecase.com
barrett.lingle@whitecase.com

*Counsel to Debtors and Debtors-in-Possession*

**KEN ROSEN ADVISORS PC**
Kenneth A. Rosen
80 Central Park West
New York, New York 10023
Telephone: (973) 493-4955
Email: ken@kenrosenadvisors.com

*Co-Counsel to Debtors and Debtors-in-Possession*

The above-captioned debtors and debtors in possession (collectively, the "**Debtors**"), Spano Investor LLC ("**Spano**") and Acquiom Agency Services LLC ("**Acquiom**" and, together with Spano and the Debtors, the "**Parties**") hereby enter into this stipulation and agreed order (this "**Stipulation and Agreed Order**") as follows:

## RECITALS

**WHEREAS**, on May 19, 2025 (the "**Petition Date**"), the Debtors each filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of New Jersey (the "**Bankruptcy Court**"), and such cases are being jointly administered pursuant to rule 1015(b) of the Federal Rules of Bankruptcy Procedure [Docket No. 51]. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

**WHEREAS**, on June 30, 2025, the Debtors filed the *Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of Its Debtor Affiliates* [Docket No. 246] (the "**Plan**") and the *Disclosure Statement for the Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of Its Debtor Affiliates* [Docket No. 247] (the "**Disclosure Statement**");[2]

**WHEREAS**, on July 15, 2025, Spano filed proof of claim number 4 against CBRM Realty Inc. ("**CBRM**") in the amount of $21,118,881.01 (the "**Spano Claim**"), asserting a secured claim based on a prepetition judgment originally obtained by Acquiom and later assigned to Spano. The

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan and the Disclosure Statement, as applicable.

Spano Claim purports to be secured by a prepetition levy and property execution on certain assets of CBRM;

**WHEREAS**, on July 18, 2025, the Debtors commenced an adversary proceeding against Spano and Acquiom in the Bankruptcy Court, styled *CBRM Realty Inc. v. Spano Investor LLC (In re CBRM Realty Inc.)*, Adv. Pro. No. 25-01295 (the "**Adversary Proceeding**"), in which the Debtors disputed the validity, allowability, and secured status of the Spano Claim and sought, among other relief, to disallow or recharacterize the claim and avoid certain alleged liens; and

**WHEREAS**, the Parties have engaged in good faith, arm's-length negotiations and desire to stay the Adversary Proceeding, and the Debtors and Spano seek to address certain treatment of the Spano Claim under the Plan, subject to the terms and conditions set forth herein and approval by the Bankruptcy Court.

**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 Spano Claim shall be deemed allowed, solely for voting purposes pursuant to section 1126 of the Bankruptcy Code, in the amount of $21,118,881.01.

2. Spano shall receive a ballot on account of the Spano Claim and agrees to vote the full amount of the Spano Claim to accept the Plan prior to the Voting Deadline, as set forth in the Voting Procedures approved by the Bankruptcy Court.

3. The Plan shall be amended (in a manner reasonably acceptable to Spano) to provide for a separate class for the Spano Claim. The Plan shall not affect the allowability of the Spano

Claim or any asserted liens and security interests related to the Spano Claim, all of which shall be unaffected by the Plan and shall remain in place unless and until the Adversary Proceeding is resumed or dismissed in accordance with Paragraph 5 below and there is a final determination regarding the allowability and priority of the Spano Claim.

4. After the Effective Date, the Creditor Recovery Trustee shall have the sole and exclusive authority, without the need for notice to, or any action, order, or further approval of, the Bankruptcy Court, to determine, in good faith, whether any value remains available for distribution to creditors of CBRM after the payment in full of all Allowed Claims against CBRM's subsidiaries (the **"Good Faith Determination**"). If Spano disputes the Good Faith Determination, it may file an objection with the Bankruptcy Court, which shall retain exclusive jurisdiction to resolve such dispute. Spano shall receive thirty (30) days' prior written notice of the Creditor Recovery Trustee's Good Faith Determination and shall have thirty (30) days from the date of such notice to file any objection with the Bankruptcy Court.

5. Promptly after the entry of this Stipulation and Agreed Order by the Bankruptcy Court, the Parties shall file a joint notice in the Adversary Proceeding providing that the Adversary Proceeding shall be held in abeyance in its entirety, including, without limitation, the tolling of all deadlines associated with the Adversary Proceeding and any determination regarding the priority, secured status, or allowability of the Spano Claim for purposes of distribution, pending completion of the Good Faith Determination and resolution of any dispute regarding such determination. If the Creditor Recovery Trustee determines that no value is available for distribution to creditors of CBRM after payment in full of all Allowed Claims against CBRM's subsidiaries, the Adversary

Proceeding shall be dismissed with prejudice. Conversely, if the Creditor Recovery Trustee determines that value is available for distribution to creditors of CBRM after payment in full of all Allowed Claims against CBRM's subsidiaries, the Adversary Proceeding shall resume in accordance with a mutually agreed-upon scheduling order to be negotiated in good faith by the Parties and submitted to the Bankruptcy Court for approval unless the Parties agree to dismiss the Adversary Proceeding at such time.

6. Under the Creditor Recovery Trust Agreement, which will be filed as part of the Plan Supplement, Spano shall be afforded advance written notice of the identity of the proposed Creditor Recovery Trustee and a reasonable opportunity, prior to such appointment becoming effective, to consult in good faith with the Debtors regarding the proposed appointment. Thereafter, Spano's consultation right shall be limited to receiving information and providing timely comments, if any, to the Debtors, on the actions taken or to be taken by the Creditor Recovery Trustee and shall not include the right to veto, object to, or otherwise delay or interfere with the appointment of the Creditor Recovery Trustee. The Debtors shall consider in good faith any comments timely provided by Spano but shall retain sole discretion with respect to the final selection of the Creditor Recovery Trustee.

7. Subject to Spano's interests in collecting upon its claims against Moshe (Mark) Silber or any other non-Debtors, Spano shall use commercially reasonable efforts to respond to inquiries of the Creditor Recovery Trust with respect to claims transferred or contributed to the Creditor Recovery Trust that the Creditor Recovery Trustee may pursue against parties who are not released under the Plan, including, for the avoidance of doubt, any claims or causes of action

held by the Debtors or their estates against any Excluded Party; *provided*, that in no case shall Spano have any duty to respond if Spano believes that such response (a) could reasonably be deemed to interfere with or harm any claims or obligations due to Spano or its affiliates or (b) would breach the terms of any confidentiality obligation of Spano or its affiliates. To the extent any response by Spano would require Spano to incur any expense, Spano shall so advise the Creditor Recovery Trustee and Spano shall have no obligation to respond unless, at the discretion of Spano, the Creditor Recovery Trustee either (i) provides payment in advance for the expense, or (ii) agrees in writing to promptly reimburse Spano for the expense with a demonstration that the Creditor Recovery Trust has the financial wherewithal to so reimburse.

8. The Creditor Recovery Trustee shall provide Spano with reasonably detailed quarterly reports regarding the administration of the Creditor Recovery Trust, including summaries of material recoveries, disbursements, settlements, and other significant developments. Such reports shall be provided in accordance with the Creditor Recovery Trust Agreement, to be filed as part of the Plan Supplement, and shall remain subject to the confidentiality obligations set forth in the nondisclosure agreement between the Parties. Reports may be redacted to exclude information that is privileged or commercially sensitive.

9. Spano agrees to support confirmation and consummation of the Plan by timely submitting a ballot accepting the Plan in the full amount of the Spano Claim pursuant to section 1126 of the Bankruptcy Code and by not objecting to confirmation of the Plan; *provided*, *however*, that Spano reserves the right to object to confirmation of the Plan to the extent it is amended in a manner that is inconsistent with the terms of this Stipulation and Agreed Order.

10. Notwithstanding anything to the contrary in the Plan or this Stipulation and Agreed Order, nothing shall affect any of Spano's rights or claims against Moshe (Mark) Silber or any other non-Debtor in any manner. For the avoidance of doubt, Spano shall not be a Contributing Claimant and shall not contribute any of its claims to the Creditor Recovery Trust.

11. 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.

12. This Stipulation and Agreed Order shall only be effective and enforceable upon its approval and entry by the Bankruptcy Court on the docket for these chapter 11 cases, and shall become effective upon such approval.

13. Neither this Stipulation and Agreed Order nor any actions taken pursuant hereto shall constitute evidence admissible against the Parties in any action or proceeding other than one to enforce the terms of this Stipulation and Agreed Order.

14. 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.

15. 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.

16. 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.

17. 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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Dated: July 30, 2025

*/s/ Andrew Zatz*

**WHITE & CASE LLP**
Gregory F. Pesce (admitted *pro hac vice*)
111 South Wacker Drive
Chicago, Illinois 60606
Telephone: (312) 881-5400
Email: gregory.pesce@whitecase.com

- and -

Andrew Zatz
Samuel P. Hershey (admitted *pro hac vice*)
Barrett Lingle (admitted *pro hac vice*)
1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 819-8200
Email: azatz@whitecase.com
sam.hershey@whitecase.com
barrett.lingle@whitecase.com

*Counsel to Debtors and Debtors-in-Possession*

**KEN ROSEN ADVISORS PC**
Kenneth A. Rosen
80 Central Park West
New York, New York 10023
Telephone: (973) 493-4955
Email: ken@kenrosenadvisors.com

*Co-Counsel to Debtors and Debtors-in-Possession*

*/s/ Andrew H. Sherman*
**SILLS CUMMIS & GROSS P.C.**
Andrew H. Sherman, Esq.
Boris Mankovetskiy, Esq.
One Riverfront Plaza
Newark, New Jersey 07102
Telephone: (973) 643-7000
Email: asherman@sillscummis.com
bmankovetskiy@sillscummis.com

- and -

**HERBERT SMITH FREEHILLS KRAMER (US) LLP**
Adam C. Rogoff, Esq. (*pro hac vice*)
1177 Avenue of the Americas
New York, NY 10036
Telephone: (212) 715-9285
E-mail: Adam.Rogoff@hsfkramer.com

*Counsel to Spano Investor LLC*

*/s/ Seth H. Lieberman*
**PRYOR CASHMAN LLP**
Seth H. Lieberman, Esq.
7 Times Square
New York, New York 10036
Telephone: (212) 421-4100
Email: slieberman@pryorcashman.com

*Counsel to Acquiom Agency Services LLC*