Docket #0850 Date Filed: 08/10/2026

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

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Counsel to CBRM Realty Inc.

In re:	Chapter 11
CBRM REALTY INC., *et al.*,	Case No. 25-15343 (MBK) (Jointly Administered)
Debtors.[1]	Hearing Date: August 31, 2026 at 11:00 a.m.

[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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NOTICE OF CBRM REALTY INC.'S MOTION FOR ENTRY OF AN ORDER (A) ENFORCING CONFIRMED CHAPTER 11 PLANS, (B) REQUIRING CREDITOR RECOVERY TRUSTEE TO TRANSFER CASH TO FEE ESCROW ACCOUNT, AND (C) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that the CBRM Realty Inc. ("**CBRM**") has filed the attached *CBRM Realty Inc.'s Motion for Entry of an Order (A) Enforcing Confirmed Chapter 11 Plans, (B) Requiring Creditor Recovery Trustee to Transfer Cash to Fee Escrow Account, and (C) Granting Related Relief* (the "**Motion**"), seeking an order enforcing the Chapter 11 Plans, including confirming that: (a) the Creditor Recovery Trust is required to remit all cash generated by the Creditor Recovery Trust Assets to the Fee Escrow Account until the Fee Escrow Account is funded in full in cash; and (b) the Creditor Recovery Trustee shall not utilize any cash generated by the Creditor Recovery Trust Assets to pay any compensation of the Creditor Recovery Trustee or any person or professional engaged by the Creditor Recovery Trustee until the Fee Escrow Account is funded in full in cash. The statutory bases for the relief requested are sections 105(a), 1141(a), and 1142(a)-(b) of title 11 of the United States Code (the "**Bankruptcy Code**").

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held on **Monday, August 31, 2026 at 11:00 a.m.** (prevailing Eastern Time) or as soon thereafter as counsel may be heard (the "**Hearing**") before the Honorable Chief Judge Michael B. Kaplan, via Zoom:

Zoom Link:
https://njbuscourts.zoomgov.com/j/1605462580?pwd=VlJETVNtTk5QSW5GUnFud2FvR0FWQT09
Meeting ID: 160 546 2580
Passcode: 962296

PLEASE TAKE FURTHER NOTICE that the Motion sets forth the relevant factual basis upon which the relief requested should be granted. A proposed Order granting the relief requested in the Motion, is attached as Exhibit A to the Motion.

PLEASE TAKE FUTHER NOTICE that responses or objections, if any, to the relief requested in the Motion shall: (a) be in writing; (b) state with particularity the basis of the objection; and (c) be filed with the Clerk of the United States Bankruptcy Court electronically by attorneys who regularly practice before the Bankruptcy Court in accordance with the General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002 (the "**General Order**") and the Commentary Supplementing Administrative Procedures dated as of March 2004 (the "**Supplemental Commentary**") (the General Order, the Supplemental Commentary, and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court) and, by all other parties-in-interest, on CD-ROM in Portable Document Format (PDF), and shall be served in accordance with the General Order, the Supplemental Commentary, and D.N.J. LBR 9013-2, as amended August 1, 2015, so as to be received no later than seven (7) days before the hearing date set forth above.

PLEASE TAKE FURTHER NOTICE that only those responses or objections that are timely filed, served, and received will be considered. Failure to file a timely objection may result in entry of an order granting the Motion as requested.

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Dated: August 10, 2026

Respectfully submitted,

/s/ Andrew Zatz

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Counsel to CBRM Realty Inc.

In re:	Chapter 11
CBRM REALTY INC., *et al.*,	Case No. 25-15343 (MBK) (Jointly Administered)
Debtors.[1]	Hearing Date: August 31, 2026 at 11:00 a.m.

[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.

CBRM REALTY INC.'S MOTION FOR ENTRY OF AN ORDER (A) ENFORCING CONFIRMED CHAPTER 11 PLANS, (B) REQUIRING CREDITOR RECOVERY TRUSTEE TO TRANSFER CASH TO FEE ESCROW ACCOUNT, AND (C) GRANTING RELATED RELIEF

CBRM Realty Inc. ("**CBRM**"), acting at the direction of the Wind-Down Officer (as defined in the CBRM Plan and the Crown Capital Plan (as each is defined herein)), respectfully states as follows in support of this motion:[2]

Preliminary Statement

1. At the time that the Court confirmed the CBRM Plan in September 2025 and the Crown Capital Plan in 2025, the Debtors did not have sufficient funding to fully fund the Fee Escrow Account, the escrow account established to satisfy estate professional fee and expense claims after final approval by the Court. The deficiency owed to the Debtors' professionals and the independent fiduciary as of the date hereof is approximately $5,914,414.52. That amount—which has been approved on a final basis by the Court—excludes millions of dollars of post-confirmation fees and expenses for which the Debtors lack funding to pay in full in cash.[3]

[2] Capitalized terms used but not otherwise defined shall have the meanings ascribed to such terms 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**" and, together with the CBRM Plan, collectively, the "**Chapter 11 Plans**"). The Wind-Down Officer is authorized to direct CBRM to file this motion as, under the CBRM Plan, the Wind-Down Officer shall take such "reasonable actions as the Wind-Down Officer may determine to be necessary or desirable to carry out the purposes of the Plan." CBRM Plan, Art IV.C.1; *see also* Crown Capital Plan, Art IV.D.1 (Wind-Down Officer "shall have all powers, privileges, and responsibilities provided to the Wind-Down Officer under Article IV.C of the CBRM Plan with respect to these Debtors . . . with respect to Crown Capital and any Entity directly or indirectly owned by Crown Capital" subject to certain inapplicable provisions).

[3] In addition, the Debtors owe $2,161,250.66 to Faegre Drinker Biddle and Reath LLP as counsel to the Ad Hoc Group of Holders of Crown Capital Notes. The Chapter 11 Plans provide for Faegre to receive the first $500,000 recovered by the Creditor Recovery Trust, with the remainder of any such payments to be made by the Creditor Recovery Trust in accordance with the waterfall set forth in the Chapter 11 Plans. CBRM Plan, Art. II.A; Crown Capital Plan, Art II.A.

2. The Debtors' professionals and independent fiduciary could have insisted that the Debtors defer the effectiveness of the Chapter 11 Plans until the Debtors—presumably through the commencement of litigation against insiders such as Moshe (Mark) Silber, since the Debtors had already sold substantially all of their operating assets—funded the Fee Escrow Account in full in cash. But the Debtors' professionals and independent fiduciary were mindful of the challenges that the Debtors had overcome to confirm the Chapter 11 Plans, as well as the unique ability of the chapter 7 trustee to expeditiously extract value from Mr. Silber for the benefit of his creditors (including the Debtors).

3. As a result, the Debtors' professionals and independent fiduciary consented to the effectiveness of the Chapter 11 Plans, without funding the Fee Escrow Account in full in cash, subject to certain conditions. ***First***, that the Chapter 11 Plans require the Creditor Recovery Trust to transfer any cash proceeds of the Creditor Recovery Trust Assets (i.e., the claims and causes of action against insiders such as Mr. Silber that were contributed by the estates to the Creditor Recovery Trust) to the Fee Escrow Account until that account was funded in full in cash. For example, each Chapter 11 Plan provides that "the Creditor Recovery Trustee shall use Cash from the Creditor Recovery Trust Assets to increase the amount of the Fee Escrow Account to the extent fee applications are Filed in excess of the amount held in the Fee Escrow Account."[4] ***Second***, that all accrued but unpaid administrative claims (such as the claims of estate professionals for fees and expenses) rank senior to (and receive payment in full in cash prior to) any distribution by the Creditor Recovery Trust to the Creditor Recovery Trustee or the principal beneficiaries of the trust (i.e., the Debtors' unsecured noteholders).

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[4] CBRM Plan, Art. II.C; Crown Capital Plan, Art. II.C.

4. Upon the Creditor Recovery Trustee's resignation as Wind-Down Officer, Elizabeth A. LaPuma was appointed to this position in April 2026. Following her appointment as Wind-Down Officer, Ms. LaPuma contacted the Creditor Recovery Trustee regarding the projected waterfall among the Debtors' professionals, independent fiduciary, and other parties entitled to distributions from the Creditor Recovery Trust (such as Faegre Drinker Biddle and Reath LLP as counsel to the Ad Hoc Group of Holders of Crown Capital Notes and the Debtors' unsecured noteholders). In July 2026, the Wind-Down Officer followed up with the Creditor Recovery Trustee regarding the waterfall. At that time, the Creditor Recovery Trustee informed the Wind-Down Officer that the Advisory Committee that oversees the Creditor Recovery Trust had entered into an engagement letter with the Creditor Recovery Trustee that entitles the Creditor Recovery Trustee to receive a "performance fee" on account of each dollar distributed by the Creditor Recovery Trust (including, presumably, amounts recovered by the Creditor Recovery Trust necessary to fund the Fee Escrow Account in full in cash as required by the Chapter 11 Plans).

5. The Wind-Down Officer objected to the Creditor Recovery Trustee's assertion that he was entitled to receive a performance fee on amounts necessary to fund the Fee Escrow Account in full in cash. The Wind-Down Officer objected to the Creditor Recovery Trustee's position because a performance fee on those amounts would further increase the amount that the Creditor Recovery Trustee must recover to pay accrued but unpaid administrative claims in full in cash. Moreover, there is no risk that the Creditor Recovery Trustee will go without payment while the Fee Escrow Account remains unfunded because the Creditor Recovery Trust received $883,000 in funding from the estates that may be utilized to provide compensation to the Creditor Recovery Trustee and pay expenses in the interim.

6. By this motion, the Debtors request that the Court resolve this matter to ensure that parties entitled to payments from the Creditor Recovery Trust—such as the Fee Escrow Account and Faegre Drinker Biddle and Reath LLP—receive payment in full in cash as required under the Chapter 11 Plans, prior to the Creditor Recovery Trust making any distribution to its beneficiaries (such as the Debtors' unsecured bondholders) or paying himself using amounts recovered by the Creditor Recovery Trust. For the avoidance of any doubt, the Debtors ***are not*** seeking to use any of the $883,000 funded to the Creditor Recovery Trust; the Debtors do not contest that the Advisory Committee is entitled to disburse those funds at its discretion in accordance with the Chapter 11 Plans.

7. Accordingly, the Court should give effect to the plain meaning of the Chapter 11 Plans and enter an order enforcing the Chapter 11 Plans, including confirming that: (a) the Creditor Recovery Trust is required to remit all cash generated by the Creditor Recovery Trust Assets to the Fee Escrow Account until the Fee Escrow Account is funded in full in cash; and (b) the Creditor Recovery Trustee shall not utilize any cash generated by the Creditor Recovery Trust Assets to pay any compensation of the Creditor Recovery Trustee or any person or professional engaged by the Creditor Recovery Trustee until the Fee Escrow Account is funded in full in cash.

Jurisdiction, Venue, and Basis for Relief

8. The United States Bankruptcy Court for the District of New Jersey (the "**Court**") has jurisdiction over this matter pursuant to 28 U.S.C. § 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.). This matter is a core proceeding under 28 U.S.C. § 157(b).

9. Each Chapter 11 Plan provides that the Bankruptcy Court shall retain jurisdiction over the Chapter 11 Cases on and after the Effective Date, including jurisdiction to "ensure that

distributions to Holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of the Plan" (Plans, Art. XI, ¶ 4); "enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan" (Plans, Art. XI, ¶ 7); and "hear and determine disputes arising in connection with the interpretation, modification, implementation, or enforcement of the Plan, or the Confirmation Order" (Plans, Art. XI, ¶ 14).

10. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

11. The statutory bases for the relief requested are sections 105(a), 1141(a), and 1142(a)-(b) of title 11 of the United States Code (the "**Bankruptcy Code**").

Background

12. On May 19, 2025 (the "**Petition Date**"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing the Chapter 11 Cases. On May 27, 2025, the Court entered an order [Docket No. 51] authorizing the joint administration and procedural consolidation of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b).

13. On September 5, 2025, the Court entered an order confirming the CBRM Plan as to CBRM Realty Inc., Kelly Hamilton Apts MM LLC, and Kelly Hamilton Apts LLC [Docket No. 525].

14. On October 23, 2025, the Court entered an order confirming the Crown Capital Plan as to 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 [Docket No. 653] (such orders, collectively, the "**Confirmation Orders**").

15. On November 12, 2025, the CBRM Plan went effective following the closing of the Kelly Hamilton Sale Transaction [Docket No. 673]. On January 9, 2026, the Crown Capital Plan went effective following the closing of the NOLA Sale Transaction [Docket No. 725].

16. Article II of the Chapter 11 Plans governs the treatment of administrative claims and professional fees, including Allowed Professional Compensation Claims.

17. Article II.A of the CBRM Plan establishes the priority waterfall for payment of General Administrative Claims from Creditor Recovery Trust Assets. To the extent the Debtors' Cash on hand is insufficient to pay the Ad Hoc Group Fees as of the Effective Date, the first $500,000 of unpaid Ad Hoc Group Fees shall be paid from the Creditor Recovery Trust Assets, "prior to the satisfaction of any unpaid Allowed Professional Compensation Claims and fees of the Independent Fiduciary from the Creditor Recovery Trust Assets, which Allowed Professional Compensation Claims and fees of the Independent Fiduciary shall be paid on a *pari passu* basis with any remaining unpaid Ad Hoc Group Fees."[5] Article II.C of the Crown Capital Plan provides that the Creditor Recovery Trustee shall use Cash from the Creditor Recovery Trust Assets to satisfy Allowed Professional Compensation Claims "in accordance with Article II.A of the CBRM Plan."[6]

18. Article II.B of each Chapter 11 Plan provides that Professional Compensation Claims "shall be paid in Cash to such Professionals from funds held in the Fee Escrow Account when such Claims are Allowed by a Final Order."[7]

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5 CBRM Plan, Art. II.A.

6 Crown Capital Plan, Art. II.C.

7 CBRM Plan, Art. II.B; Crown Capital Plan, Art. II.B.

19. Article II.C of each Chapter 11 Plan then provides that the Fee Escrow Account "shall be maintained in trust solely for the Professionals and for no other Entities" until all Professional Compensation Claims have been "irrevocably paid in full."[8] However, the Professionals' right to payment is not capped at the balance of the Fee Escrow Account. Rather, the CBRM Plan expressly provides that "the Debtors' obligations to pay Allowed Professional Compensation Claims shall not be limited nor be deemed limited to funds held in the Fee Escrow Account, and the Creditor Recovery Trustee shall use Cash from the Creditor Recovery Trust Assets" "to increase the amount of the Fee Escrow Account to the extent fee applications are Filed in excess of the amount held in the Fee Escrow Account."[9] This is not a discretionary matter—it is a mandatory obligation. The Creditor Recovery Trustee must use Cash from the Creditor Recovery Trust Assets to fund the Fee Escrow Account when funds in that account are not enough to satisfy the Allowed Professional Compensation Claims.

20. Moreover, the Creditor Recovery Trust Agreement, filed as part of the Plan Supplement,[10] reinforces that mandatory obligation no fewer than three times. Section 2.5 of the Creditor Recovery Trust Agreement provides that the transfer of Trust Assets is subject to the condition that "the Creditor Recovery Trustee shall use Cash from the Creditor Recovery Trust Assets to satisfy Allowed Professional Compensation Claims . . . in accordance with Article II.A

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[8] CBRM Plan, Art. II.C; Crown Capital Plan, Art. II.C.

[9] CBRM Plan, Art. II.C; Crown Capital Plan, Art. II.C. The CBRM Plan states that "the Debtors' obligations to pay Allowed Professional Compensation Claims shall not be limited nor be deemed limited to funds held in the Fee Escrow Account, and the Creditor Recovery Trustee shall use Cash from the Creditor Recovery Trust Assets to increase the amount of the Fee Escrow Account to the extent fee applications are Filed in excess of the amount held in the Fee Escrow Account in accordance with Article II.A." CBRM Plan Art. II.C. The Crown Capital Plan states that in addition to using Cash from the Creditor Recovery Trust Assets, the Creditor Recovery Trustee shall also use Cash from the NOLA Debtor Contributed Creditor Recovery Trust Assets. Crown Capital Plan, Art. II.C.

[10] *See* Docket No. 502.

of the Plan."[11] Section 4.10(q) of the Creditor Recovery Trust Agreement provides that the Creditor Recovery Trustee shall be empowered to "take or refrain from taking any and all actions the Creditor Recovery Trustee reasonably deems necessary . . . *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."[12] Finally, Section 6.1 of the Creditor Recovery Trust Agreement establishes a distribution waterfall under which compensation claims payable under Article II.A of the CBRM Plan are paid "*[f]irst*" (emphasis in original) — before a single dollar flows to Trust Beneficiaries, including noteholders.[13]

21. The Creditor Recovery Trustee's own compensation, by contrast, is not set by the Chapter 11 Plans. Section 7.2(b) of the Creditor Recovery Trust Agreement provides only that the Creditor Recovery Trustee "shall receive compensation from the Creditor Recovery Trust as provided in a separate engagement letter."[14]

22. On July 24, 2026, the Wind-Down Officer followed up with the Creditor Recovery Trustee regarding prior correspondence between the parties regarding the waterfall under the Chapter 11 Plans. The Wind-Down Officer updated the Creditor Recovery Trustee that neither

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[11] Creditor Recovery Trust Agreement § 2.5.

[12] Creditor Recovery Trust Agreement § 4.10(q).

[13] Creditor Recovery Trust Agreement § 6.1 ("Subject to the terms of Section 6.2 below [Distribution of Contributed Claims Proceeds], 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)."). A "Contributing Claimant" means "any Holder of a Claim or Interest that elects through its Ballot to contribute their Contributed Claims to the Creditor Recovery Trust in order for the Creditor Recovery Trustee to prosecute such Contributed Claims for their benefit." CBRM Plan, Art. I.A.33; Crown Capital Plan, Art I.A.44. For the avoidance of doubt, Debtors do not seek distributions that would otherwise be made to Contributing Claimants.

[14] Creditor Recovery Trust Agreement § 7.2(b).

the Debtors nor Fee Escrow Account had sufficient funding to pay all the Allowed Professional Compensation Claims in full in Cash, as required by the Chapter 11 Plans. In connection with that update, the Wind-Down Officer summarized the waterfall under the Chapter 11 Plans, noting that the Creditor Recovery Trustee is entitled to receive compensation (other than the initial $883,000 funded to the Creditor Recovery Trust to cover its fees, costs, and expenses) only after all Allowed Professional Compensation Claims were satisfied in full in cash. The Wind-Down Officer asked the Creditor Recovery Trustee to confirm his understanding of the foregoing matters.[15]

23. The Creditor Recovery Trustee responded the same day, asserting that his "performance bonus, as approved by the [Advisory Committee], is based on distributions made by the Creditor Recovery Trust" and stating that he would "review this and get back to you with any questions or follow up regarding waterfall issues in due course."[16]

24. On July 26, 2026, the Wind-Down Officer responded, reiterating that the Fee Escrow Account was not fully funded on the Effective Date of either Plan and that, pursuant to Article II of each Chapter 11 Plan, the Creditor Recovery Trustee is required to use Cash from the Creditor Recovery Trust Assets to increase the Fee Escrow Account to satisfy Allowed Professional Compensation Claims. The Wind-Down Officer further stated that "[t]he chapter 11 plans do not qualify or limit the Creditor Recovery Trust's obligations to provide funding to the Fee Escrow Account by, for example, permitting the Creditor Recovery Trust's oversight board to divert funds available for payment of allowed administrative claims to pay compensation to the Creditor Recovery Trustee" and that "[t]here is no basis for the Creditor Recovery Trust Board to deduct compensation before the payment in full in cash of any administrative claims which rank

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15 *See* Pesce Decl. Ex. A.

16 *See id.*

senior in payment to any distribution to the Creditor Recovery Trust's beneficiaries, as laid out in the [P]lan[s]." The Creditor Recovery Trustee simply responded: "We disagree."[17] As of the date of this motion, the Creditor Recovery Trustee has not funded the Fee Escrow Account or otherwise confirmed that he agrees with the waterfall set forth under the Chapter 11 Plans.

Argument

25. Section 105(a) of the Bankruptcy Code provides, in pertinent part, that "[t]he court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

26. Section 1142(a) of the Bankruptcy Code provides:

> Notwithstanding any otherwise applicable nonbankruptcy law, rule, or regulation relating to financial condition, the debtor and any entity organized or to be organized for the purpose of carrying out the plan shall carry out the plan and shall comply with any orders of the court.

11 U.S.C. § 1142(a).

27. Section 1142(b) of the Bankruptcy Code provides, in pertinent part:

> The court may direct the debtor and any other necessary party to execute or deliver or to join in the execution or delivery of any instrument required to effect a transfer of property dealt with by a confirmed plan, and to perform any other act . . . that is necessary for the consummation of the plan.

11 U.S.C. § 1142(b).

28. The Creditor Recovery Trustee asserts that he is entitled to a percentage of the Cash generated by the Creditor Recovery Trust Assets before the Fee Escrow Account is funded in full in cash. Not so. The CBRM Plan, the Crown Capital Plan, and the Creditor Recovery Trust Agreement each unambiguously requires that all Cash generated by the Creditor Recovery Trust

[17] *See id.*

Assets flow to the Fee Escrow Account before any amount is available to the Creditor Recovery Trustee or any Trust Beneficiary.

29. More specifically, Article II.C of the Chapter 11 Plans provides that "the Debtors' obligations to pay Allowed Professional Compensation Claims shall not be limited nor be deemed limited to funds held in the Fee Escrow Account, and the Creditor Recovery Trustee shall use Cash from the Creditor Recovery Trust Assets to increase the amount of the Fee Escrow Account to the extent fee applications are Filed in excess of the amount held in the Fee Escrow Account."[18] The Fee Escrow Account was not fully funded at emergence, so all Cash from the Creditor Recovery Trust Assets is to be used to fund the Fee Escrow Account in full in cash.

30. Additionally, Section 2.5 of the Creditor Recovery Trust Agreement conditions the transfer of Trust Assets to the Creditor Recovery Trust on the requirement that "the Creditor Recovery Trustee shall use Cash from the Creditor Recovery Trust Assets to satisfy Allowed Professional Compensation Claims . . . in accordance with Article II.A of the Plan."[19] Section 4.10(q) of the Creditor Recovery Trust Agreement conditions every exercise of the Creditor Recovery Trustee's management powers over the Trust Assets on the same requirement.[20]

31. In short, all Cash generated by the Creditor Recovery Trust Assets must first be used to fund the Fee Escrow Account and satisfy Allowed Professional Compensation Claims. The obligations of the Creditor Recovery Trust and its beneficiaries are, by the plain terms of the governing documents, junior to that obligation.

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[18] CBRM Plan, Art. II.C; Crown Capital Plan, Art. II.C.

[19] Creditor Recovery Trust Agreement § 2.5.

[20] *Id.* § 4.10(q).

32. The distribution waterfall in Section 6.1 of the Creditor Recovery Trust Agreement confirms as much: it places compensation claims payable under Article II.A of the CBRM Plan in the "*First*" priority tier, ahead of any distribution to Trust Beneficiaries, and necessarily ahead of any performance-based compensation to the Creditor Recovery Trustee that is contingent on those distributions.

33. The payment of any incentive fee to the Creditor Recovery Trustee with respect to funds remitted by the Creditor Recovery Trust to the Fee Escrow Account to satisfy accrued but unpaid Allowed Professional Compensation Claims finds no support in the confirmed Chapter 11 Plans**.** As noted above, all Cash from the Creditor Recovery Trust Assets is to be used to fund the Fee Escrow Account in full in cash**.** Furthermore, the Debtors understand that the Creditor Recovery Trustee's performance fee is a percentage-based performance bonus negotiated between the Creditor Recovery Trustee and the Advisory Committee under Section 7.2(b) of the Creditor Recovery Trust Agreement**.** The Creditor Recovery Trustee's engagement letter and the terms thereof have not been provided to the Debtors or the Wind-Down Officer. But the Creditor Recovery Trustee's argument—if taken to its logical conclusion—would effectively subordinate Court-approved administrative claims to a performance bonus that appears in neither of the Chapter 11 Plans and was never disclosed to or expressly approved by this Court outside of the reference to that agreement in the Chapter 11 Plans. That result would allow a post-confirmation side agreement between the Creditor Recovery Trustee and a three-member Advisory Committee to override the distribution waterfall embedded in the binding, confirmed Chapter 11 Plans[21] and that the Bankruptcy Code required.[22] *SCH Corp. v. CFI Class Action Claimants,* 597 Fed. Appx.

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[21] 11 U.S.C. § 1141(a).

[22] Allowed Professional Compensation Claims, such as those of the Debtors' professionals have priority under the waterfall established by the Bankruptcy Code. *See* 11 U.S.C. § 503(b)(2) ("compensation and reimbursement

143, 148 (3d Cir. 2015) (agreement that effected a modification of confirmed plan must be approved under section 1127 as plan modification); *In re U.S. Brass Corp*., 169 F.3d 957, 961 (5th Cir. 1999) (reallocating pro-rata among class claimants instead of the ratio provided for by the confirmed plan would "dismantle" the plan and affect the rights of third parties). The Creditor Recovery Trustee's statement that he "disagree[s]" with the plain language of the Chapter 11 Plans, if taken to its logical conclusion, would imply that the Advisory Committee could permit the Creditor Recovery Trustee to take an incentive fee of 100% of any amounts recovered for the benefit of the Fee Escrow Account. This directly conflicts with the Chapter 11 Plans as it would subsidize incentive compensation on the back of the Fee Escrow Account at the benefit of the beneficiaries of the Creditor Recovery Trust.

34. Nor can the Creditor Recovery Trustee assert that he would be forced to work without compensation if the requested relief is granted. The Creditor Recovery Trustee is already being compensated in Cash for his role. To date, approximately $883,000 has been funded to the Creditor Recovery Trust to pay its costs and expenses, including compensation payable to the Creditor Recovery Trustee.[23] The Advisory Committee can assess how to allocate those funds, including as to compensation to the Creditor Recovery Trustee. But the Creditor Recovery Trustee is not entitled to greater amounts on top of such compensation before the Fee Escrow Account is fully funded. The Court should compel compliance.

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awarded under section 330(a)," which provides for compensation of professionals, constitutes administrative claim); 11 U.S.C. § 507(a)(2) (administrative expenses allowed under 503(b) granted second priority behind domestic support claims).

[23] The CBRM Plan provides for a dedicated fund precisely to fund the Creditor Recovery Trust, which shows the drafters did not intend recovery proceeds to be siphoned for the fee before the Fee Escrow Account is funded. CBRM Plan Art. IV.L ("On the Effective Date, the Creditor Recovery Trust Amount shall be funded in Cash.").

No Prior Request

35. No prior request for the relief sought in this motion has been made to this or any other court.

Notice

36. The Debtors will provide notice of this motion to the following parties and/or their respective counsel, as applicable: (a) the office of the United States Trustee for the District of New Jersey; (b) the Kelly Hamilton DIP Lender; (c) the NOLA DIP Lender; (d) Lynd Living; (e) the Ad Hoc Group of Holders of Crown Capital Notes; (f) the United States Attorney's Office for the District of New Jersey; (g) the Internal Revenue Service; (h) the attorneys general in the states where the Debtors conduct their business operations; (i) the U.S. Department of Housing and Urban Development; (j) the U.S. Department of Justice; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002.

WHEREFORE, CBRM respectfully requests that the Court (i) enter an order, substantially in the form attached hereto as **Exhibit A**, compelling the Creditor Recovery Trustee to use Cash from the Creditor Recovery Trust Assets to fund the Fee Escrow Account in accordance with the Chapter 11 Plans and the Creditor Recovery Trust Agreement, and (ii) grant such other and further relief as is just and proper.

Dated: August 10, 2026

Respectfully submitted,

/s/ Andrew Zatz

WHITE & CASE LLP
Gregory F. Pesce (admitted *pro hac vice*)
300 N. LaSalle Drive
Chicago, Illinois 60654
Telephone: (312) 881-5400
Email: gregory.pesce@whitecase.com

- and -

Andrew Zatz
Samuel P. Hershey (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

Counsel to CBRM Realty Inc.

Exhibit A

Proposed Order

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

ORDER (A) ENFORCING CONFIRMED CHAPTER 11 PLANS, (B) REQUIRING CREDITOR RECOVERY TRUSTEE TO TRANSFER CASH TO FEE ESCROW ACCOUNT, AND (C) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered two (2) through four (4), 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.

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

WHITE & CASE LLP
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Counsel to CBRM Realty Inc.

Upon the motion[2] of CBRM Realty Inc., acting at the direction of the Wind-Down Officer (as defined in the CBRM Plan and the Crown Capital Plan), for entry of an order pursuant to sections 105(a) and 1142(b) of title 11 of the United States Code (the "**Bankruptcy Code**") enforcing the confirmed Plans and compelling the Creditor Recovery Trustee to fund the Fee Escrow Account; and the Court having jurisdiction to consider the motion and the relief requested therein pursuant to 28 U.S.C. § 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 consideration of the motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that venue of this proceeding and the motion 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 motion was appropriate under the circumstances and no other notice need be provided; and the Court having reviewed the motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The motion is GRANTED as set forth herein.

2. The Creditor Recovery Trustee is hereby directed, pursuant to 11 U.S.C. §§ 105(a) and 1142(b), to use Cash from the Creditor Recovery Trust Assets to increase the amount of the

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

Fee Escrow Account in accordance with Article II of the CBRM Plan, Article II of the Crown Capital Plan, and the Creditor Recovery Trust Agreement.

3. The Creditor Recovery Trustee's performance fee shall not be paid until the Creditor Recovery Trust remits sufficient cash to fund the Fee Escrow Account in full in accordance with the Chapter 11 Plans and the Creditor Recovery Trust Agreement.

4. The Debtors and the Wind-Down Officer are authorized to enforce the terms of this Order.

5. This Court shall retain jurisdiction with respect to any matters related to or arising from the implementation of this Order.

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

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-and-

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sam.hershey@whitecase.com

Counsel to CBRM Realty Inc.

In re: CBRM REALTY INC., *et al.* Debtors.[1]	Chapter 11 Case No. 25-15343 (MBK) (Jointly Administered)

DECLARATION OF GREGORY F. PESCE IN SUPPORT OF CBRM REALTY INC.'S MOTION FOR ENTRY OF AN ORDER (A) ENFORCING CONFIRMED CHAPTER 11 PLANS, (B) REQUIRING CREDITOR RECOVERY TRUSTEE TO TRANSFER CASH TO FEE ESCROW ACCOUNT, AND (C) GRANTING RELATED RELIEF

I, Gregory F. Pesce, pursuant to 28 U.S.C. § 1746, declare that the following is true and correct to the best of knowledge, information, and belief:

1. I am a partner in the Financial Restructuring and Insolvency Group of White & Case LLP ("**White & Case**" or the "**Firm**"), which maintains offices for the practice of law at, among other locations, 300 North LaSalle, Chicago, Illinois 60654. White & Case is

[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.

serving as counsel to CBRM Realty Inc. Among other admissions, I am a member in good standing of the Bar of the State of Illinois, and I have been admitted to practice in Illinois. There are no disciplinary proceedings pending against me in any jurisdiction.

2. I submit this declaration (the "**Declaration**") in support of *CBRM Realty Inc.'s Motion to Enforce Confirmed Chapter 11 Plans* (the "**Motion**").

3. Attached as **Exhibit A** is a true and correct copy of correspondence between Daniel Kamensky and Elizabeth LaPuma dated July 24-26, 2026.

Pursuant to Section 1746 of Title 28 of the United States Code, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Dated: August 10, 2026

Chicago, Illinois

/s/ Gregory F. Pesce
Gregory F. Pesce
Partner, White & Case LLP

EXHIBIT A

Correspondence Between Daniel Kamensky and Elizabeth LaPuma
Dated July 24-26, 2026.

From: Dan Kamensky <dan@rla-pc.com>
Sent: Sunday, 26 July 2026 07:20:34
To: Elizabeth <elapuma.crowncapital@gmail.com>
Cc: Dundon, Matthew (External) <md@dundon.com>; James H. Millar <james.millar@faegredrinker.com>; Pesce, Gregory <gregory.pesce@whitecase.com>; Ken@kenrosenadvisors.com <Ken@kenrosenadvisors.com>
Subject: [EXT] Re: Crown Litigation Trust Waterfall

We disagree.
Dan Kamensky
Managing Partner
(917) 886-6796

> On Jul 26, 2026, at 5:51 AM, Elizabeth <elapuma.crowncapital@gmail.com> wrote:
>
> Dan,
>
> We disagree.
>
> The Fee Escrow Account was not funded in full in cash on the effective date of either of the chapter 11 plans. Therefore, pursuant to Article II.C of the Plans, the Creditor Recovery Trustee is required to use cash from the Creditor Recovery Trust Assets to increase the amount of the Fee Escrow Account to satisfy professional fee claims that have been approved and allowed by the bankruptcy court. (The Creditor Recovery Trust Assets include, without limitation, the estate's claims and causes of action that were contributed to the Creditor Recovery Trust.) The chapter 11 plans do not qualify or limit the Creditor Recovery Trust's obligations to provide funding to the Fee Escrow Account by, for example, permitting the Creditor Recovery Trust's oversight board to divert funds available for payment of allowed administrative claims to pay compensation to the Creditor

Recovery Trustee.

The Creditor Recovery Trust Board may provide you cash compensation from the Creditor Recovery Trust budget (there is no indentured servitude) and with incentive compensation based on the amounts available for distribution to beneficiaries (i.e., the noteholders) of the Creditor Recovery Trust. There is no basis for the Creditor Recovery Trust Board to deduct compensation before the payment in full in cash of any administrative claims which rank senior in payment to any distribution to the Creditor Recovery Trust's beneficiaries, as laid out in the plan.

Regards,
Liz

> On Jul 24, 2026, at 2:07 PM, Dan Kamensky <dan@rla-pc.com> wrote:
>
> Thanks, Liz.
>
> As an initial matter, I want to note my performance bonus, as approved by the Trust Board, is based on distributions made by the Creditor Recovery Trust. To the extent you believe the Plan provides otherwise, please let us know the basis for that position.
>
> We will review this and get back to you with any questions or follow up regarding waterfall issues in due course.
>
> Thanks,
>
> Dan
>
> Dan Kamensky
> Managing Partner
> (917) 886-6796

Dan Kamensky
Managing Partner
(917) 886-6796

On Jul 24, 2026, at 1:39 PM, Elizabeth <elapuma.crowncapital@gmail.com> wrote:

Dan,

Following up on your email and request for information about the waterfall under the chapter 11 plans for CBRM Realty Inc. and Crown Capital Holdings LLC. Per the plan, the below is the priority of payments if and when those funds are received by the litigation trust. Please let me know if you have any questions.

Summary of waterfall:

1. $500,000 paid for accrued but unpaid fees of Faegre as counsel to the noteholders.
    - Note: Faegre is owed $2,161,250.66 and, once paid, this would reduce its receivable to $1,661,250.66.

2. Any funds received in excess of $500,000 would be allocated pro rata to the noteholders and estate professionals as follows.
    - Faegre: $1,661,250.66
    - Claritas Advisors: $175,000.00
    - Island Dundon: $2,161,188.83
    - Kurtzman Carson Consultants dba Verita Global: $313,041.68
    - White & Case: $3,265,211.03

3. Once those fees are paid in full, any residual will flow to the bondholders and pay any performance bonus you might have.

Please confirm your agreement.

Thank you,
Liz

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b) **WHITE & CASE LLP** Gregory F. Pesce (admitted *pro hac vice*) 300 North LaSalle Chicago, Illinois 60654 Telephone: (312) 881-5400 Email: gregory.pesce@whitecase.com -and- Andrew Zatz Samuel P. Hershey (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 *Counsel to CBRM Realty Inc*	Case No.: 25-15343 (MBK) Chapter: 11
In Re: CBRM REALTY INC., *et al.*, Debtors.[1]	Adv. No.: Hearing Date: August 31, 2026 at 11:00 a.m Judge: Hon. Michael B. Kaplan

CERTIFICATION OF SERVICE

1. I, Gregory F. Pesce:

☒ represent CBRM Realty Inc. in this matter.

☐ am the secretary/paralegal for Click or tap here to enter text., who represents Click or tap here to enter text. in this matter.

[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.

☐ am the Click or tap here to enter text. in this case and am representing myself.

2. On August 10, 2026, I sent a copy of the following pleadings and/or documents to the parties listed in the chart below.

Notice of CBRM Realty Inc.'s Motion for Entry of an Order (A) Enforcing Confirmed Chapter 11 Plans, (B) Requiring Creditor Recovery Trustee to Transfer Cash to Fee Escrow Account, and (C) Granting Related Relief

CBRM Realty Inc.'s Motion for Entry of an Order (A) Enforcing Confirmed Chapter 11 Plans, (B) Requiring Creditor Recovery Trustee to Transfer Cash to Fee Escrow Account, and (C) Granting Related Relief

Exhibit Proposed Order (A) Enforcing Confirmed Chapter 11 Plans, (B) Requiring Creditor Recovery Trustee to Transfer Cash to Fee Escrow Account, and (C) Granting Related Relief

Declaration of Gregory F. Pesce in Support of CBRM Realty Inc.'s Motion for Entry of an Order (A) Enforcing Confirmed Chapter 11 Plans, (B) Requiring Creditor Recovery Trustee to Transfer Cash to Fee Escrow Account, and (C) Granting Related Relief and accompanying exhibit

3. I certify under penalty of perjury that the above documents were sent using the mode of service indicated.

Date: 8/10/2026 /s/ Gregory F. Pesce
Signature

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
Jeffrey M. Sponder, Esq. United States Department of Justice, Office of the United States Trustee One Newark Center, Suite 2100 Newark, NJ 07102	U.S. Trustee	☐ Hand-delivered ☒ Regular mail ☐ Certified mail/RR ☐ Other Click or tap here to enter text. (As authorized by the Court or by rule. Cite the rule if applicable.)
Daniel M. Stolz, Esq. Jaclynn N. McDonnell, Esq. Genova Burns LLC 110 Allen Road, Suite 304	Co-counsel for RLA Consulting LLC, in its Capacity as Trustee of the Creditor Recovery	☐ Hand-delivered ☒ Regular mail ☐ Certified mail/RR ☐ Other Click or tap here to enter text.

Basking Ridge, NJ 07920	Trust	(As authorized by the Court or by rule. Cite the rule if applicable.)
Richard J. Corbi, Esq. The Law Offices of Richard J. Corbi PLLC 104 West 40th St., 4th Floor New York, NY 10018	Co-counsel for RLA Consulting LLC, in its Capacity as Trustee of the Creditor Recovery Trust	☐ Hand-delivered ☒ Regular mail ☐ Certified mail/RR ☐ Other Click or tap here to enter text. (As authorized by the Court or by rule. Cite the rule if applicable.)
Mr. Daniel Kamensky of RLA Consulting, LLC c/o The Law Offices of Richard J. Corbi PLLC 104 West 40th Street, 4th Floor New York, New York, 10018	Trustee of the CBRM Creditor Recovery Trust	☐ Hand-delivered ☒ Regular mail ☐ Certified mail/RR ☐ Other Click or tap here to enter text. (As authorized by the Court or by rule. Cite the rule if applicable.)
	Click or tap here to enter text.	☐ Hand-delivered ☐ Regular mail ☐ Certified mail/RR ☐ Other Click or tap here to enter text. (As authorized by the Court or by rule. Cite the rule if applicable.)