

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

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In re:

CBRM Realty Inc. *et al.*,

Debtors.¹

Chapter 11
Case No. 25-15343 (MBK)
(Jointly Administered)

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: CBRM Realty Inc. (2420), Crown Capital Holdings LLC (1411), Kelly Hamilton Apts LLC (1115), 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 CBRE Realty, Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.



NOTICE OF FILING OF REVISED NOLA DIP FACILITY EXHIBITS TO DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (III) MODIFYING THE AUTOMATIC STAY, AND (IV) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that, on May 28, 2025, the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”) filed the *Debtors’ Motion for Entry of an Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* [Docket No. 61] (the “**Motion**”).² A proposed form of order granting the relief requested in the Motion on an interim basis with respect to the NOLA DIP Facility (the “**Proposed NOLA Interim Order**”) was attached as Exhibit C to the Motion.

PLEASE TAKE FURTHER NOTICE that, on June 1, 2025, the Debtors filed the *Notice of Filing of Revised NOLA DIP Facility Exhibits to Debtors’ Motion for Entry of an Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* [Docket No. 86]. A revised Proposed NOLA Interim Order (the “**First Revised NOLA Interim Order**”) was attached thereto as Exhibit A and a redline reflecting the changes between the First Revised NOLA Interim Order and the Proposed NOLA Interim Order was attached thereto as Exhibit B.

PLEASE TAKE FURTHER NOTICE that a further revised Proposed NOLA Interim Order (the “**Further Revised NOLA Interim Order**”) is attached hereto as Exhibit A and a redline reflecting the changes between the Further Revised NOLA Interim Order and the First Revised NOLA Interim Order is attached hereto as Exhibit B.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held on **June 2, 2025 at 1:00 p.m.** (prevailing Eastern Time) before the Honorable Chief Judge Michael B. Kaplan, via Zoom:

Zoom Link: <https://njbuscourts.zoomgov.com/j/1605462580?pwd=V1JETVNtTk5QSW5GUnFud2FvR0FWQT09>,
Meeting ID: 160 546 2580
Passcode: 962296

PLEASE TAKE FURTHER NOTICE that you may obtain a copy of the Motion and the Further Revised NOLA Interim Order on the website maintained by the Debtors' Claims and Noticing Agent, Kurtzman Carson Consultants, LLC dba Verita Global: <https://www.veritaglobal.net/cbrm>.

[Remainder of page intentionally left blank]

Dated: June 2, 2025

Respectfully submitted,

/s/ Andrew Zatz

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In re:

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Chapter 11

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

INTERIM ORDER
(I) AUTHORIZING THE DEBTORS TO
OBTAIN POSTPETITION FINANCING,
(II) GRANTING LIENS AND SUPERPRIORITY
ADMINISTRATIVE EXPENSE CLAIMS, (III) MODIFYING
THE AUTOMATIC STAY, AND (IV) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered 2 through 57, 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 (1115), 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.

Exhibit A

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Debtors: CBRM REALTY INC., *et al.*

Case No. 25-15343 (MBK)

Caption of Order: INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (III) MODIFYING THE AUTOMATIC STAY, AND (IV) GRANTING RELATED RELIEF

Upon the motion (the “**Motion**”)² of the debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (collectively, the “**Chapter 11 Cases**”), pursuant to sections 105, 361, 362, 363, 364, 503, 506(c), 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the “**Bankruptcy Code**”), rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rules 4001-1, 4001-3, 9013-1, 9013-2, 9013-3, 9013-4 and 9013-5 of the Bankruptcy Local Rules for the District of New Jersey (the “**Local Rules**”), seeking entry of this interim order (this “**Interim Order**”):

- i. authorizing RH Chenault Creek LLC, RH Windrun LLC, RH Copper Creek LLC, RH Lakewind East LLC (collectively, the “**NOLA Debtors**”), and Crown Capital Holdings, LLC (“**Crown**”, and together with the NOLA Debtors collectively, the “**Debtor Borrowers**,” and each individually, a “**Debtor Borrower**”), in their capacity as borrowers and as joint and several obligors, to obtain postpetition financing under a superpriority senior secured debtor in possession term loan credit facility (the “**DIP Facility**”), with an aggregate principal amount of up to \$17,422,728 (the “**DIP Facility Amount**”), comprised of
 - a. A superpriority senior secured multiple draw term loan credit facility in the principal amount of \$8,211,524 (the “**New Money Commitments**” and the term loans made thereunder, the “**New Money Loans**”), of which (x) \$4,960,725 shall be available upon entry of the Interim Order on the Interim Closing Date (the “**Interim DIP Facility Amount**”), and (y) \$3,500,799 shall be available upon entry of the order granting the Motion on a final basis (the “**Final Order**”) on the Final Closing Date (the “**Additional Final DIP Amount**”). Such funds made available as part of the New Money Loans shall be provided subject to the terms and conditions of this Interim Order and the Final Order, that certain financing term sheet attached hereto as **Exhibit 1** (the “**DIP Term Sheet**”), among the Debtor Borrowers and DH1 Holdings LLC (“**DH1**”), CKD Funding LLC (“**CKD**”

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or DIP Term Sheet, as applicable.

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Caption of Order: INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (III) MODIFYING THE AUTOMATIC STAY, AND (IV) GRANTING RELATED RELIEF

Funding) and CKD Investor Penn LLC (“**CKD Penn**”, and together with DH1 and CKD Funding, collectively, the “**NOLA DIP Lender**”);

- b. Roll-Up Loans. A superpriority term loan facility in the principal amount of \$8,961,204 (the “**Roll-Up Term Loans**”), of which (x) \$4,960,725 shall be deemed funded in accordance with clause (i) below upon entry of this Interim Order, and (y) \$4,000,479 shall be deemed funded in accordance with clause (ii) below, subject to the entry of and the terms of the Final Order, which Roll-Up Term Loans shall be deemed converted from an equal amount of Prepetition First Lien Loans (as defined below) into and exchanged for such Roll-Up Term Loans, in each case, at the times, and in accordance with the terms and conditions set forth in the DIP Term Sheet and the other DIP Loan Documents (as defined below) and as set forth below;
- (i) Upon entry of this Interim Order, concurrently with the making of the New Money Loans in the Interim DIP Amount as described above, \$4,960,725 in aggregate principal amount of Prepetition First Lien Loans (the “**Initial Rolled-Up Prepetition First Lien Loans**”) shall be deemed converted into and exchanged for Roll-Up Term Loans, and Roll-Up Term Loans in an aggregate principal amount of \$4,960,725 shall be deemed funded on the date of the Interim Order, without constituting a novation, and shall satisfy and discharge the Initial Rolled-Up Prepetition First Lien Loans. The Roll-Up Term Loans deemed funded on the date of this Interim Order shall be deemed to be made by DH1 and CKD Funding.
- (ii) On the date of the entry of the Final Order, concurrently with the making of the New Money Loans in the Additional Final DIP Amount as described above, \$4,000,479 in aggregate principal amount of remaining Prepetition First Lien Loans (the “**Remaining Prepetition First Lien Loans**”) shall be deemed converted into and exchanged for Roll-Up Term Loans, and Roll-Up Term Loans in an aggregate principal amount of \$4,000,479 shall be deemed funded on the date of the Final Order, without constituting a novation, and shall satisfy and discharge \$4,000,479 in aggregate principal amount of the Remaining Prepetition First Lien Loans.

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Debtors: CBRM REALTY INC., *et al.*

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Caption of Order: INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (III) MODIFYING THE AUTOMATIC STAY, AND (IV) GRANTING RELATED RELIEF

The Roll-Up Term Loans deemed funded on the date of the Final Order shall be deemed to be made by DH1 and CKD Funding.

- ii. authorizing the Debtor Borrowers to use the proceeds of the DIP Facility (a) to pay costs, fees and expenses of the NOLA DIP Lender, as provided for in the DIP Term Sheet and this Interim Order, as well as all scheduled payments of interest and principal pursuant to the DIP Term Sheet, (b) to provide working capital and for other general corporate purposes of the Debtor Borrowers, and (c) to satisfy the administrative expenses of these Chapter 11 Cases and other claims or amounts allowed by this Court;
- iii. granting valid, enforceable, binding, non-avoidable, and fully perfected superpriority liens on and security interests in substantially all of the property, assets, and other interests in property and assets of the Debtor Borrowers as set forth herein, whether such property is presently owned or after-acquired, and each Debtor Borrower's estate as created by section 541 of the Bankruptcy Code, of any kind or nature whatsoever, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, whether existing prior to or arising after the Petition Date (as defined below), subject only to the Carve-Out;
- iv. granting adequate protection to CKD Penn and Cleveland International Fund ("**CIF**") to the extent of any Postpetition Diminution in Value (as defined below) of such parties' respective liens on and interest in the Prepetition Collateral;
- v. granting superpriority administrative expense claims against each of the Debtor Borrowers' estates to the NOLA DIP Lender with respect to the DIP Obligations (as defined below) over any and all administrative expenses and other claims of any kind or nature subject and subordinate only to the payment of the Carve-Out on the terms and conditions set forth herein and in the DIP Term Sheet;
- vi. effective as of the Petition Date but subject to and effective upon entry of the Final Order granting such relief and to the extent set forth therein, waiving the Debtor Borrowers' and their estates' right to surcharge against the DIP Collateral (as defined below) pursuant to section 506(c) of the Bankruptcy Code;
- vii. effective as of the Petition Date but subject to and effective upon entry of the Final Order granting such relief and to the extent set forth therein, waiving the "equities of the case" exception under section 552(b) of the Bankruptcy Code with respect to the DIP Collateral and the proceeds, products, offspring, or profits thereof;
- viii. effective as of the Petition Date but subject to entry of the Final Order and the terms

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thereof, the NOLA DIP Lender shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral, and the proceeds of the DIP Collateral shall be received and applied pursuant to this Interim Order and the DIP Term Sheet; *provided, however*, that the NOLA DIP Lender shall use commercially reasonable efforts to (i) with respect to the New Money Loans, satisfy the New Money Loans *first* with all proceeds from the DIP Collateral except proceeds derived from Avoidance Actions and *second* with proceeds from Avoidance Actions, and (ii) with respect to the Roll-Up Term Loans, satisfy the Roll-Up Term Loans *first* with all proceeds from the DIP Collateral except proceeds derived from any Avoidance Action asserted against the NOLA DIP Lender and *second* to proceeds from any Avoidance Action asserted against the NOLA DIP Lender;

- ix. scheduling a final hearing (the “**Final Hearing**”) to consider the relief requested in the Motion and the entry of a final order (the “**Final Order**”, and together with this Interim Order, collectively, the “**DIP Orders**”), and approving the form of notice with respect to the Final Hearing;
- x. vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Facility, the DIP Term Sheet, and this Interim Order;
- xi. waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of this Interim Order and providing for immediate effectiveness of this Interim Order; and
- xii. granting related relief.

This Court having considered the Motion, the exhibits thereto, the *Declaration of Matthew Dundon, Principal of IslandDundon LLC, in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 44] and the other evidence submitted or adduced and the arguments of counsel made at the interim hearing held pursuant to Bankruptcy Rule 4001(b)(2) on June 2, 2025; and this Court having heard and resolved or overruled any objections, reservations of rights, or other statements with respect to the relief requested in the Motion; and the Court having noted the appearances of all parties in interest; and it appearing that approval of the interim

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relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtor Borrowers and their estates pending the Final Hearing, and otherwise is fair and reasonable and is essential for the continued operation of the Debtor Borrowers' businesses and the preservation of the value of the Debtor Borrowers' assets; and it appearing that the Debtor Borrowers' entry into the DIP Term Sheet is a sound and prudent exercise of the Debtor Borrowers' business judgment; and the Debtor Borrowers having provided notice of the Motion as set forth in the Motion, and it appearing that no other or further notice of the Motion need be given; and after due deliberation and consideration, and for good and sufficient cause appearing therefor,

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

A. Petition Date. On May 19, 2025 (the "**Petition Date**"), the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey, commencing these Chapter 11 Cases.

B. Debtors in Possession. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases. Elizabeth A. LaPuma, as the independent fiduciary and authorized representative for each of the Debtors

³ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

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(the “**Independent Fiduciary**”), has full corporate authority to act on behalf of, and legally bind, each of the Debtors in the DIP Term Sheet and other DIP Loan Documents.

C. *Jurisdiction and Venue.* The Court has jurisdiction over the Motion, these Chapter 11 Cases, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. Venue for these Chapter 11 Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b) and this Court may enter a final order consistent with Article III of the United States Constitution. The bases for the relief sought in the Motion and granted in this Interim Order are sections 105, 361, 362, 363, 364, 503, 506, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014, and Local Rules 4001-1, 4001-3, 9013-1, 9013-2, 9013-3, and 9013-4.

D. *Committee.* As of the date hereof, no official committee of unsecured creditors has been appointed in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (any such committee, the “**Official Committee**”).

E. *Debtors’ Stipulations.* Without prejudice to the rights of any party in interest (but subject to the limitations thereon contained in paragraph 18 below), and after consultation with their attorneys, the Debtors, for themselves, their estates and all representatives of such estates, admit, stipulate acknowledge and agree as follows in this paragraph E (“**Debtors’ Stipulations**”):

a. *No Control.* The NOLA DIP Lender does not control the Debtors or their properties or operations, has authority to determine the manner in which any of the Debtors’ operations are conducted, or is a control person, insider (as defined in the Bankruptcy Code),

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“responsible person,” or managing agent of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from this Interim Order, the DIP Facility, the DIP Liens (as defined below), the DIP Obligations (as defined below), the DIP Loan Documents or the transactions contemplated by each.

b. *DH1 First Prepetition First Lien Loans.* Debtor RH Chenault Creek LLC (“**Chenault**”) owns the Carmel Brook Apartments located at 12345 I-10 Service Road, New Orleans, LA 70128 (the (“**Chenault Property**”). On or about January 21, 2024, Akiri Funds, LLC (“**Akiri**”) made a commercial loan to Chenault pursuant to a Credit Agreement dated January 21, 2024 and Secured Promissory Note dated as of January 21, 2024 in the principal amount of \$3,635,475.00, as amended by an Amended and Restated Secured Promissory Note dated as of March 12, 2024 in the principal amount of \$4,060,875.87 (the “**Akiri Loan**”) and secured by a Mortgage, Pledge of Leases and Rents, and Security Agreement dated March 13, 2024 (the “**Akiri Mortgage**”). On or about September 6, 2024, Akiri sold and assigned the Akiri Loan and Akiri Mortgage to DH1, as evidenced by an Assignment of Amended and Restated Secured Promissory Note and Mortgage, Pledge of Leases and Rents, and Security Agreement (the “**DH1 Assignment**”). In connection with the DH1 Assignment, Akiri also executed an Allonge to Amended and Restated Secured Promissory Note dated September 6, 2024 (the “**Allonge**”). DH1 also made a separate loan to Chenault on or about April 4, 2024 evidenced by a Non-Revolving Commercial Line of Credit Note in the principal amount of \$7,500,000.00 (the “**DH1 Prepetition First Lien Loan**”) and secured by a Multiple Indebtedness Mortgage, Pledge of Lease and Rents

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and Security Agreement dated as of April 4, 2024 (the “**DH1 Prepetition First Lien Mortgage**”).

c. *CKD Funding Prepetition First Lien Loans.* Debtor RH Windrun LLC (“**Windrun**”) owns the Carmel Spring Apartments located at 12151 I-10 Service Road, New Orleans, LA 70128. Debtor RH Lakewind East LLC (“**Lakewind**”) owns the Laguna Reserve Apartments located at 5131 Bundy Road, New Orleans, LA 70127 (the “**Lakewind Property**”). Debtor RH Copper Creek LLC (“**Copper**”) owns the Laguna Creek Apartments located at 6881 Parc Brittany Boulevard, New Orleans, LA 70126 (the “**Copper Creek Property**” and together with the Chenault Property, the Windrun Property and the Lakewind Property, collectively, the “**NOLA Properties**”). On or about July 8, 2024, CKD Funding (together with DH1, collectively, the “**Prepetition First Lien Lenders**”) made a commercial loan to Windrun, Lakewind, and Copper Creek which loan was evidenced by a Non-Revolving Commercial Line of Credit Note in the principal amount of up to \$10 million (the “**CKD Funding Prepetition First Lien Loans**”, and together with the Akiri Loan, the DH1 Assignment, the Allonge, and the DH1 Prepetition First Lien Loan, collectively, the “**Prepetition First Lien Loans**”) and secured by a Multiple Indebtedness Mortgage, Pledge of Leases and Rents and Security Agreement dated July 8, 2024 (the “**CKD Funding Prepetition First Lien Mortgages**”, and together with the Akiri Mortgage, the DH1 Assignment, and the DH1 Prepetition First Lien Mortgage, collectively, the “**Prepetition First Lien Mortgages**”).

d. *CKD Penn Prepetition Mortgage.* In connection with CKD Penn’s guaranty of the indebtedness of certain loan obligations of non-debtor affiliates of the Debtors (the

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“**CKD Penn Guaranty**”), CKD Penn holds a junior mortgage on each of the NOLA Properties pursuant to a Multiple Indebtedness Mortgage, Pledge of Leases and rents and Security Agreement dated August 16, 2024 (the “**CKD Penn Prepetition Junior Lien Mortgage**”).

e. *Prepetition First Lien Obligations.* As of the Petition Date, the NOLA Debtors were obligated to the Prepetition First Lien Lenders, without objection, defense, counterclaim, or offset of any kind in the aggregate amount of not less than \$8,961,204 on account of the Prepetition First Lien Loans and all other obligations owing under or in connection therewith (collectively, the “**Prepetition First Lien Obligations**”).

f. *Prepetition Collateral.* In connection with the Prepetition First Lien Loans, the NOLA Debtors granted the Prepetition First Lien Lenders the Prepetition First Lien Mortgages and the Prepetition First Lien Obligations are secured by valid, binding, perfected, and enforceable first-priority security interests in and liens on (the “**Prepetition First Priority Liens**”) substantially all of the NOLA Debtors’ assets (the “**Prepetition First Lien Collateral**”). In addition, in connection with the CKD Penn Guaranty, the NOLA Debtors granted CKD Penn the CKD Penn Prepetition Junior Lien Mortgage and the obligations of CKD Penn with respect to the CKD Guaranty were secured by valid, binding, perfected, and enforceable first-priority security interests in and liens on (the “**CKD Penn Prepetition Junior Liens**”) substantially all of the NOLA Debtors’ assets (the “**Prepetition Junior Lien Collateral**”, and together with the Prepetition First Lien Collateral, collectively, the “**Prepetition Collateral**”).

g. *Validity, Perfection, and Priority of Prepetition First Priority Liens, CKD*

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Penn Prepetition Junior Liens, and Prepetition First Lien Obligations. Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (a) the Prepetition First Priority Liens and CKD Penn Prepetition Junior Liens encumber all of the Prepetition Collateral, as the same existed on the Petition Date; (b) the Prepetition First Priority Liens and CKD Penn Prepetition Junior Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral; (c) the Prepetition First Priority Liens and CKD Penn Prepetition Junior Liens (which are subject to and subordinate to the Prepetition First Priority Liens) are subject and subordinate only to valid, perfected and enforceable prepetition liens (if any) which are senior to the Prepetition First Lien Secured Parties' liens or security interests as of the Petition Date or to valid and unavoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, and that are senior to the liens or security interests of DH1, CKD Funding and CKD Penn as of the Petition Date (such liens, the "**Permitted Prior Liens**"); (d) the Prepetition First Priority Liens and CKD Penn Prepetition Junior Liens were granted to or for the benefit of the DH1, CKD Funding and CKD Penn for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (e) the Prepetition First Lien Obligations and obligations with respect to the CKD Penn Guaranty constitute legal, valid, binding, and non-avoidable obligations of the Debtors; (f) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of

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the Prepetition First Priority Liens, CKD Penn Prepetition Junior Liens, Prepetition First Lien Obligations or any obligations with respect to the CKD Penn Guaranty exist, and no portion of the Prepetition First Priority Liens, CKD Penn Prepetition Junior Liens, Prepetition First Lien Obligations or any obligations with respect to the CKD Penn Guaranty is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or “claim” (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable non-bankruptcy law; and (g) subject to and effective upon the entry of the Final Order granting such relief, the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims, cross-claims, setoff rights, and/or choses in action, including “lender liability” causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against DH1, CKD Funding, CKD Penn or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to the Prepetition First Lien Loans, Prepetition First Lien Mortgages, the Prepetition First Lien Obligations, the Prepetition First Priority Liens, the CKD Guaranty, the CKD Penn Junior Lien Mortgage, the CKD Penn Prepetition Junior Liens, or any other prepetition transactions with the Debtors.

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h. *Indemnification.* The NOLA DIP Lender has agreed to provide the DIP Facility, subject to the conditions set forth herein and in the DIP Loan Documents, including indemnification of the NOLA DIP Lender, Prepetition First Lien Lenders, CKD Penn and each of their respective successors, participants, and assigns, and their present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, and other representatives (and all such other parties being hereinafter referred to collectively as the “**Releasees**”) and the provisions of this Interim Order assuring that the DIP Liens and the various claims, Superpriority Claims and other protections granted pursuant to this Interim Order and the DIP Loan Documents will not be affected, except as otherwise provided herein, by any subsequent reversal or modification of this Interim Order or any other order, as provided in section 364(e) of the Bankruptcy Code, which is applicable to the DIP Facility. The NOLA DIP Lender has acted in good faith in consenting to and in agreeing to provide the DIP Facility. The reliance of the NOLA DIP Lender on the assurances referred to above is in good faith.

i. *Releases.* The NOLA DIP Lender has agreed to provide the DIP Facility, subject to the conditions set forth herein and in the DIP Loan Documents, including the absolute, unconditional and irrevocable release and forever discharge of any and all claims, demands, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages, and any and all other claims, counterclaims, cross claims, defenses, rights of set-off, demands, and liabilities whatsoever (individually, a “**Released Claim**” and collectively, the “**Released Claims**”) of every kind, name, nature and description, known or

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unknown, foreseen or unforeseen, matured or contingent, liquidated or unliquidated, primary or secondary, suspected or unsuspected, both at law and in equity.

j. *Final Order.* Notwithstanding anything to the contrary set forth herein, the Debtors Stipulations of this paragraph E shall be subject to entry of the Final Order and any Challenge (as defined herein).

F. *Cash Collateral.* Substantially all of the Debtor Borrowers' cash, including any amounts generated by the collection of accounts receivable, all cash proceeds of the Prepetition Collateral, and the Debtor Borrowers' banking, checking, or other deposit accounts with financial institutions as of the Petition Date or deposited into the Debtor Borrowers' banking, checking, or other deposit accounts with financial institutions after the Petition Date constitutes "cash collateral" of DH1, CKD Funding and CKD Penn within the meaning of Bankruptcy Code section 363(a) (the "**Cash Collateral**").

G. *Adequate Protection.* Each of CKD Penn and CIF are entitled, pursuant to sections 105, 361, 362 and 363(c) of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Collateral for any postpetition diminution in the value thereof.

H. *Final Hearing.* At the Final Hearing, the Debtors will seek entry of the Final Order, which shall be subject to the terms and conditions of the DIP Term Sheet. Notice of the Final Hearing and Final Order will be provided in accordance with this Interim Order.

I. *Purpose and Necessity of Financing.* The Debtors require the financing described

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in the Motion and as expressly provided in the DIP Term Sheet, this Interim Order, and certain formal loan documents to be entered into in connection with and upon entry of the Final Order (the “**DIP Loan Documents**”) to: (i) pay costs, fees and expenses of the NOLA DIP Lender, as provided for in the DIP Term Sheet and this Interim Order, as well as all scheduled payments of interest and principal thereunder, (ii) provide working capital and for other general corporate purposes of the Debtor Borrowers, and (iii) satisfy the administrative expenses of these Chapter 11 Cases and other claims or amounts allowed by this Court. If the Debtor Borrowers do not obtain authorization to borrow under the DIP Term Sheet and this Interim Order is not entered, the Debtor Borrowers will suffer immediate and irreparable harm. The Debtor Borrowers are unable to obtain financing on more favorable terms from sources other than the NOLA DIP Lender under the DIP Term Sheet and are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtor Borrowers also are unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2), and 364(c)(3) of the Bankruptcy Code for the purposes set forth in the DIP Term Sheet without granting the NOLA DIP Lender superpriority claims, liens, and security interests, pursuant to section 364(d) of the Bankruptcy Code, as provided in this Interim Order. After considering all alternatives, the Debtor Borrowers concluded, in the exercise of their prudent business judgment, that the loan facility provided under the DIP Term Sheet and this Interim Order represents the best working capital financing available to them at this time. The DIP Facility is the best loan available to the Debtor Borrowers and the Debtor Borrowers have been unsuccessful in their attempts to find any

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alternative financing on superior terms. Additionally, the terms of the DIP Facility are fair and reasonable and reflect the Debtor Borrowers' exercise of prudent business judgment.

J. Good Cause. The ability of the Debtor Borrowers to obtain sufficient working capital and liquidity under the DIP Term Sheet and this Interim Order is vital to the Debtor Borrowers, their estates, and creditors and stakeholders. The liquidity to be provided under the DIP Term Sheet and this Interim Order will enable the Debtor Borrowers to continue to operate their businesses in the ordinary course and preserve the value of their businesses. The Debtor Borrowers' estates will be immediately and irreparably harmed if this Interim Order is not entered. Good cause has, therefore, been shown for the relief sought in the Motion.

K. Good Faith. The DIP Facility, the DIP Term Sheet, and this Interim Order have been negotiated in good faith and at arm's length among the Debtor Borrowers and the NOLA DIP Lender, and all of the obligations and indebtedness arising under, in respect of or in connection with the DIP Facility, the DIP Term Sheet, and this Interim Order, including without limitation, all loans made to the Debtor Borrowers pursuant to the DIP Term Sheet and this Interim Order, and any other obligations under the DIP Term Sheet and this Interim Order (all of the foregoing, collectively, the "**DIP Obligations**"), shall be deemed to have been extended by the NOLA DIP Lender and their affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Obligations, the DIP Liens (as defined below), and the Superpriority Claims (as defined below), shall be entitled to the full protection of section 364(e) of the Bankruptcy Code

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and the terms, conditions, benefits, and privileges of this Interim Order regardless of whether this Interim Order is subsequently reversed, vacated, modified, or otherwise is no longer in full force and effect or the Chapter 11 Cases are subsequently converted or dismissed.

L. Consideration. All of the Debtor Borrowers will receive and have received fair consideration and reasonably equivalent value in exchange for the DIP Facility and all other financial accommodations provided under the DIP Term Sheet and this Interim Order.

M. Immediate Entry of Interim Order. The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001. The permission granted herein to enter into the DIP Facility and to obtain funds thereunder is necessary to avoid immediate and irreparable harm to the Debtor Borrowers. This Court concludes that entry of this Interim Order will, among other things, allow for the continued operation of the Debtor Borrowers' existing businesses and further enhance the Debtor Borrowers' prospects for a successful restructuring.

N. Notice. Upon the record presented to this Court at the Hearing, and under the exigent circumstances set forth therein, notice of the Motion and the emergency relief requested thereby and granted in this Interim Order has been provided in accordance with Bankruptcy Rules 4001(b) and 4001(c)(1) and Local Rule 9013-5 on (a) the NOLA DIP Lender; (b) the Ad Hoc Group of Holders of Crown Capital Notes; (c) the Prepetition First Lien Lenders; (d) CKD Penn; (e) CIF; (f) the Office of the United States Trustee for the District of New Jersey (the "**U.S. Trustee**"); (g) counsel to the Official Committee (if any), (h) the holders of the thirty (30) largest unsecured claims against the Debtor Borrowers' estates (on a consolidated basis); (i) all of the

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Debtor Borrowers' prepetition secured creditors; (j) the United States Attorney's Office for the District of New Jersey; (k) the attorneys general in the states in which the Debtor Borrowers conduct their business; (l) the United States Department of Justice; (m) the Internal Revenue Service; (n) HUD; and (o) any party filing a request for service under Bankruptcy Rule 2002 in these cases, which notice was appropriate under the circumstances and sufficient for the Motion. No other or further notice of the Motion or entry of this Interim Order is required.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED:

1. **DIP Facility Approved.** The Motion is granted on an interim basis as set forth herein, the financing described herein is authorized and approved, and the use of Cash Collateral and provision of adequate protection on an interim basis is authorized, subject to the terms of this Interim Order and the DIP Term Sheet.

2. **Objections Overruled.** Any objections, reservations of rights, or other statements with respect to entry of the Interim Order and the relief requested in the Interim Order, to the extent not withdrawn, waived, settled or otherwise resolved, are overruled on the merits. This Interim Order shall become effective immediately upon its entry. The rights of all parties in interest to object to the entry of a Final DIP Order are reserved.

3. **Authorization of the DIP Facility and the DIP Term Sheet.**

a. The Debtor Borrowers are hereby authorized to enter into the DIP Facility

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and the DIP Term Sheet, the terms of which are incorporated herein by reference. Prior to entry of the Final Order, the DIP Term Sheet and this Interim Order shall govern the financial and credit accommodations to be provided to the Debtor Borrowers by the NOLA DIP Lender in respect of the Interim DIP Facility Amount. Following entry of the Final Order, the financial and credit accommodations to be provided to the Debtor Borrowers by the NOLA DIP Lender in respect of the DIP Facility (including the Interim DIP Facility Amount) shall be governed by the DIP Term Sheet, the DIP Loan Documents and the Final Order.

b. The Debtor Borrowers are hereby authorized to borrow money pursuant to the DIP Term Sheet and this Interim Order, up to an aggregate principal amount of \$17,422,728 (of which only the Interim DIP Facility Amount may be drawn by the Debtor Borrowers prior to entry of the Final Order), plus interest, costs, fees, and other expenses and amounts provided for in the DIP Term Sheet and this Interim Order, in accordance with the terms of the DIP Term Sheet and this Interim Order, which shall be used solely as expressly provided in the DIP Term Sheet, this Interim Order and the Approved Budget to: (i) pay costs, fees, and expenses of the NOLA DIP Lender and the scheduled payments of principal and interest under the DIP Facility, (ii) provide working capital and for other general corporate purposes of the Debtor Borrowers, and (iii) satisfy the administrative expenses of these Chapter 11 Cases and other claims or amounts allowed by this Court. The Debtor Borrowers shall not make or advance any intercompany loans or transfers to any other Debtors or non-debtor affiliates without the prior written consent of the NOLA DIP Lenders, and to the extent any such intercompany transfer or loan is approved by the NOLA DIP

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Lenders and made or advanced by a Debtor Borrower, the DIP Liens (as defined below) shall immediately attach to the resulting intercompany receivable arising from or related to such transfer or loan. The Debtors shall comply with any interim and final cash management orders entered in these cases concerning any such approved intercompany transfers.

c. In furtherance of the foregoing and without further approval of this Court, each Debtor Borrower is authorized and directed to perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages and financing statements), and to pay all fees, that may be required or necessary for the Debtor Borrowers' performance of their obligations under the DIP Facility, including, without limitation:

- i. the execution, delivery and performance of the DIP Term Sheet, including, without limitation, any guarantees, any security and pledge agreements, and any mortgages contemplated thereby;
- ii. the non-refundable payment of the fees referred to in the DIP Term Sheet and this Interim Order and costs and expenses as may be due in accordance with the DIP Term Sheet and this Interim Order, and
- iii. the performance of all other acts required under or in connection with the DIP Term Sheet and this Interim Order.

d. The DIP Term Sheet and this Interim Order constitute valid, binding and non-avoidable obligations of the Debtors enforceable against each person or entity party thereto in

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accordance with their respective terms for all purposes during the Chapter 11 Cases, any subsequently converted case of any Debtor Borrower under chapter 7 of the Bankruptcy Code, or after the dismissal of any case. No obligation, payment, transfer, or grant of security under the DIP Term Sheet or this Interim Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including without limitation, under sections 502(d), 547, 548 or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any Challenge under the Bankruptcy Code or any other applicable foreign or domestic law or regulation by any person or entity.

e. Notwithstanding anything to the contrary in this Interim Order, the rights of Spano Investor LLC to object to Crown being a borrower under the NOLA DIP Facility (and the rights of the Debtors and all other parties in interest with respect to any such objection) are reserved pending the hearing to approve the Motion on a final basis.

4. **Carve-Out.**

a. **Amount of Carve-Out.** The relative priority of all amounts owed under the DIP Facility will be subject only to a “**Carve-Out**” in an amount equal to, without duplication: (a) the costs and administrative expenses permitted to be incurred by any Chapter 7 trustee under section 726(b) of the Bankruptcy Code pursuant to an order of the Bankruptcy Court following

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any conversion of the Chapter 11 Cases pursuant to section 1112 of the Bankruptcy Code in an amount not to exceed \$25,000; (b) the amount equal to: (i) the cash held in the Escrow Account (as defined in the DIP Term Sheet) with respect to any fees and expenses incurred by the Independent Fiduciary, the Debtors' counsel, the Debtors' financial advisor, the Debtors' notice and claims agent, and any professionals retained by the Official Committee prior to an Event of Default in an amount not to exceed the amount set forth in the Approved Budget, whether or not such fees, expenses, and costs have been approved by the Bankruptcy Court as of such date and whether or not the retention of the Debtors' professionals and any professionals retained by the Official Committee have been authorized as of such date, plus (ii) up to \$150,000 in the aggregate to pay any allowed fees, expenses, and costs incurred by the Independent Fiduciary, the Debtors' counsel, the Debtors' financial advisor, the Debtors' notice and claims agent, and any professionals retained by the Official Committee following the occurrence of an Event of Default, whether or not such fees, expenses, and costs have been approved by the Bankruptcy Court as of such date and whether or not the retention of the Debtors' professionals and any professionals retained by the Official Committee have been authorized as of such date; and (c) statutory fees payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6), together with the statutory rate of interest, which shall not be limited by any Budget ("**Statutory Fees**"). All claims and liens granted by the Interim Order are subject to the Carve-Out.

b. Payment of Allowed Professional Fees Prior to Event of Default. Any payment or reimbursement made prior to the occurrence of an Event of Default in respect of any

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allowed fees, expenses, and costs incurred by the Independent Fiduciary, the Debtor Borrowers' counsel, the Debtor Borrowers' financial advisor, the Debtor Borrowers' notice and claims agent, and any professionals retained by the Official Committee shall not reduce the Carve-Out.

c. Payment of Allowed Professional Fees After Event of Default. Any payment or reimbursement made on or after the occurrence of an Event of Default in respect of any allowed fees, expenses, and costs incurred by the Independent Fiduciary, the Debtor Borrowers' counsel, the Debtor Borrowers' financial advisor, and the Debtor Borrowers' notice and claims agent, and any professionals retained by the Official Committee shall permanently reduce the Carve-Out on a dollar-for-dollar basis.

5. **Payment of DIP Facility Fees and Expenses.**

a. The Debtor Borrowers are hereby authorized and directed to pay upon demand, all other fees, costs, expenses and other amounts payable under the terms of the DIP Term Sheet (and/or the DIP Loan Documents) and this Interim Order and all other fees and out-of-pocket costs and expenses of the NOLA DIP Lender in accordance with the terms of the DIP Term Sheet (and/or the DIP Loan Documents) and this Interim Order, including, without limitation, all documented fees and out-of-pocket costs and expenses of ArentFox Schiff LLP as counsel to the NOLA DIP Lender (the "**DIP Professional Fees and Expenses**"), subject to receiving a written invoice therefor. None of such fees, costs, expenses or other amounts shall be subject to further application to or approval of this Court, and shall not be subject to allowance or review by this Court or subject to the U.S. Trustee's fee guidelines, and no attorney or advisor to the NOLA DIP

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Lender shall be required to file an application seeking compensation for services or reimbursement of expenses with this Court; *provided, however*, that copies of any such invoices shall be provided contemporaneously to the U.S. Trustee (together with the Debtor Borrowers, the “**Review Parties**”); *provided further, however*, that such invoices may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute a waiver of the attorney-client privilege or any benefits of the attorney work product doctrine (the U.S. Trustee shall be provided unredacted copies of such invoices upon request). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the affected professional within ten (10) calendar days after delivery of such invoices to the Review Parties (such ten (10) day calendar period, the “**Review Period**”). If no written objection is received prior to the expiration of the Review Period from the Review Parties, the Debtor Borrowers shall pay such invoices within five (5) calendar days following the expiration of the Review Period. If an objection is received within the Review Period, the Debtor Borrowers shall promptly pay the undisputed amount of the invoice within five (5) calendar days, and the disputed portion of such invoice shall not be paid until such dispute is resolved by agreement between the affected professional and the objecting party or by order of this Court. Any hearing to consider such an objection to the payment of any fees, costs or expenses set forth in a professional fee invoice hereunder shall be limited to the reasonableness of the fees, costs and expenses that are

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the subject of such objection. All such unpaid fees, costs, expenses and other amounts owed or payable to the NOLA DIP Lender shall be secured by the DIP Collateral and afforded all of the priorities and protections afforded to the DIP Obligations under the DIP Term Sheet (and/or the DIP Loan Documents) and this Interim Order.

b. Notwithstanding anything to the contrary herein, the fees, costs and expenses of the NOLA DIP Lender under the terms of the DIP Term Sheet, whether incurred prior to or after the Petition Date shall be deemed fully earned, non-refundable, irrevocable, and non-avoidable, and the Debtor Borrowers are authorized and directed to pay in full in cash all unpaid DIP Professional Fees and Expenses arising through and including the draw of the Interim DIP Facility Amount, without the need for any professional engaged by or on behalf of the NOLA DIP Lender to first deliver a copy of its invoice to any of the Review Parties (other than Debtor Borrowers). All unpaid fees, costs, and expenses shall be included and constitute part of the principal amount of the DIP Obligations and be secured by the DIP Liens.

c. Notwithstanding anything contained in this Interim Order to the contrary, any and all payments, premiums, fees, costs, expenses, and other amounts paid at any time by any of the Debtor Borrowers to the NOLA DIP Lender pursuant to the requirements of this Interim Order or the DIP Term Sheet (and/or the DIP Loan Documents) shall be non-refundable and irrevocable, are hereby approved, and shall not be subject to any challenge, objection, defense, claim or cause of action of any kind or nature whatsoever, including, without limitation, avoidance (whether under chapter 5 of the Bankruptcy Code or under applicable law (including any

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applicable state law Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law)), reduction, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), reclassification, disgorgement, disallowance, impairment, marshaling, surcharge, or recovery or any other cause of action, whether arising under the Bankruptcy Code, applicable non-bankruptcy law or otherwise, by any person or entity (subject, solely in the case of the DIP Professional Fees and Expenses, to paragraph 5(a) of this Interim Order).

6. **Superpriority Claims.** The NOLA DIP Lender is hereby granted an allowed superpriority administrative expense claim (the “**Superpriority Claim**”) pursuant to sections 364(c)(1), 503, and 507 of the Bankruptcy Code for all DIP Obligations, having priority over any and all other claims against the Debtor Borrowers and their estates, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kinds specified in or arising or ordered under sections 105(a), 326, 328, 330, 331, 503(b), 506(c), 507, 546(c), 726, 1113, and 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other nonconsensual lien, levy or attachment, which Superpriority Claim shall be payable from and have recourse to all prepetition and postpetition property of the Debtor Borrowers and their estates and all proceeds thereof. The Superpriority Claim granted in this paragraph shall be subject and subordinate in priority of payment only to the Carve-Out as provided herein.

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7. **DIP Liens.**

(a) To secure the DIP Obligations, the following are granted in favor of the

NOLA DIP Lender:

(i) a first priority, perfected security interest in, and lien, under section 364(c) of the Bankruptcy Code upon all property and assets (including Cash Collateral) of each Debtor Borrower and of each Debtor Borrower's estate that, on or as of the Petition Date is not subject to valid, perfected, and non-avoidable liens;

(ii) a first priority, perfected security interest in, and lien, under section 364(d) of the Bankruptcy Code upon all property and assets (including Cash Collateral) of each Debtor Borrower and of each Debtor Borrower's estate that is, as of the Petition Date, subject to valid, perfected, and non-avoidable liens in favor of the DIP Lenders.

(b) The liens created as described in clauses (i) and (ii) above (the "**DIP Liens**") shall cover all property and assets (including Cash Collateral) of the Debtor Borrowers and their estates, including all "Collateral" as defined in the DIP Term Sheet (now or hereafter acquired and all proceeds thereof), except (i) as otherwise agreed to by the NOL DIP Lender; and (ii) subject to and effective upon entry of the Final Order granting such relief, all proceeds of any claims or causes of action held by the Debtors or their estates (such claims or causes of action, the "**Estate**

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Litigation Assets)⁴, including claims or causes of action under sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code or other federal law or applicable state law (such claims or causes of action, the “**Avoidance Actions**”), other than any such claims or causes of action against any Releasee (as defined in, and subject to the terms of, paragraph 25) (collectively, the “**DIP Collateral**”, and together with the Prepetition Collateral, collectively, “**Collateral**”).

(c) The DIP Liens shall be effective immediately upon the entry of this Interim Order and subject only to the Carve-Out.

(d) Except as provided in this Interim Order, the DIP Liens shall not at any time be (i) made subject or subordinated to, or made pari passu with, any other lien or security interest existing as of the Petition Date, or created under sections 363 or 364(d) of the Bankruptcy Code or otherwise, or (ii) subject to any lien or security interest that is avoided and preserved for the benefit of the Debtor Borrowers' estates under section 551 of the Bankruptcy Code.

(e) The DIP Liens shall be and hereby are fully perfected liens and security interests, effective and perfected upon the date of this Interim Order without the necessity of execution by the Debtors of mortgages, security agreements, pledge agreements, financing agreements, financing statements or other agreements, such that no additional steps need be taken by the NOLA DIP Lender to perfect such interests. Any provision of any lease, loan document,

⁴ For the avoidance of any doubt, the Estate Litigation Assets shall include any claim or cause of action, including any Avoidance Action, held by the Debtors or their estates and the proceeds thereof against Moshe (Mark) Silber, Frederick Schulman, Piper Sandler & Co., and any other current or former insiders of the Debtors.

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easement, use agreement, proffer, covenant, license, contract, organizational document, or other instrument or agreement that requires the consent or approval of one or more landlords, licensors, or other parties, or requires the payment of any fees or obligations to any governmental entity, non-governmental entity or any other person, in order for any of the Debtor Borrowers to pledge, grant, mortgage, sell, assign, or otherwise transfer any fee or leasehold interest or the proceeds thereof or other collateral, shall have no force or effect with respect to the transactions granting in favor of the NOLA DIP Lender a priority security interest in such fee, leasehold or other interest or other collateral or the proceeds of any assignment, sale or other transfer thereof, by any of the Debtor Borrowers in favor of the NOLA DIP Lender, in accordance with the terms of the DIP Term Sheet and this Interim Order.

(f) The DIP Liens, Superpriority Claims, and other rights, benefits, and remedies granted under this Interim Order and the DIP Term Sheet in favor of the NOLA DIP Lender, shall continue in these Chapter 11 Cases, in any superseding case or cases under the Bankruptcy Code (including without limitation any case for any Debtor under chapter 7 of the Bankruptcy Code), and following any dismissal of the Chapter 11 Cases, and such liens and claims shall maintain their priority as provided in this Interim Order until all the DIP Obligations have been indefeasibly paid in full in cash and completely satisfied, and the NOLA DIP Lender's commitments have been terminated in accordance with the DIP Term Sheet and the DIP Loan Documents.

8. **Adequate Protection for CKD Penn.** Subject only to the payment of the Carve-

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Out and the terms of this Interim Order, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of CKD Penn's interests in the Prepetition Collateral, for any postpetition diminution in value of such interests (each such postpetition diminution, a "**Diminution in Value**"), resulting from, among other things, the imposition of the priming DIP Liens on the Prepetition Collateral, the Carve-Out, the Debtor Borrowers' use of the Prepetition Collateral, and the imposition of the automatic stay, CKD Penn is hereby granted the following:

a. Adequate Protection Liens. As security for any Diminution in Value, additional and replacement, valid, binding, enforceable, non-avoidable, and effective and automatically perfected postpetition security interests in and liens as of the date of this Interim Order (together, the "**CKD Penn Adequate Protection Liens**"), whether certificated or uncertificated and without the necessity of the execution by the Debtor Borrowers (or recordation or other filing), of security agreements, pledge agreements, financing statements, mortgages, or other similar documents, on 90% of the equity interests of Sycamore Meadows Apartments, LTD indirectly held by Crown, and the proceeds of any such interests. Subject to the terms of this Interim Order, the CKD Penn Adequate Protection Liens shall be subordinate only to the (i) Carve-Out, (ii) the DIP Liens, and (iii) Permitted Prior Liens. The CKD Penn Adequate Protection Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral (including, for the avoidance of doubt, any lien or security interest that is avoided and

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preserved for the benefit of the Debtor Borrowers and their estates under section 551 of the Bankruptcy Code).

b. Adequate Protection Superpriority Claims. As further adequate protection, in accordance with sections 503(b), 507(a), and 507(b) of the Bankruptcy Code, allowed administrative expense claims in each of the Debtor Borrowers' Chapter 11 Cases ahead of and senior to any and all other administrative expense claims in each of the Debtor Borrowers' Chapter 11 Cases to the extent of any postpetition Diminution in Value (the "**CKD Penn Adequate Protection Superpriority Claims**"), but junior to the Carve-Out and the Superpriority Claims. Subject to the Carve-Out and the Superpriority Claims in all respects, the CKD Penn Adequate Protection Superpriority Claims will not be junior to any claims and shall have priority over all administrative expense claims against each of the Debtor Borrowers, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 546(d), 726, 1113 and 1114 of the Bankruptcy Code.

c. Adequate Protection Payments. As further adequate protection, the Debtor Borrowers are authorized and directed to timely pay, in accordance with the terms of this Interim Order, all reasonable and documented fees and out-of-pocket expenses, whether incurred before, on or after the Petition Date, to the extent not duplicative of any fees and/or expenses paid pursuant to paragraph 5 hereof, including all reasonable and documented fees and expenses of counsel and

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other professionals retained as provided for in the DIP Term Sheet, the other DIP Loan Documents and this Interim Order, including, for the avoidance of doubt, of ArentFox Schiff LLP, as counsel to the NOLA DIP Lender (all payments referenced in this sentence, collectively, the “**CKD Penn Adequate Protection Payments**”). None of the CKD Penn Adequate Protection Payments shall be subject to separate approval by this Court or the U.S. Trustee Guidelines, and no recipient of any such payment shall be required to file any monthly, interim or final fee application with respect thereto or otherwise seek the Court’s approval of any such payments.

d. Right to Seek Additional Adequate Protection. This Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Prepetition First Lien Lenders to request further or alternative forms of adequate protection at any time or the rights of the Debtor Borrowers or any other party to contest such request. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to CKD Penn is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Chapter 11 Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition First Lien Lenders that the adequate protection granted herein does in fact adequately protect any of the Prepetition First Lien Lenders against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

e. Other Covenants. The Debtor Borrowers shall maintain their cash management arrangements in a manner consistent with the cash management order approving the

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Debtor Borrowers' cash management motion. The Debtor Borrowers shall comply with the covenants contained in the DIP Term Sheet and DIP Loan Documents regarding conduct of business, including, without limitation, preservation of rights, qualifications, licenses, permits, privileges, franchises, governmental authorizations and intellectual property rights material to the conduct of their business and the maintenance of properties, assets and insurance.

f. Miscellaneous. Except for (i) the Carve-Out and (ii) as otherwise provided in paragraphs 6 and 7, the CKD Penn Adequate Protection Liens and CKD Penn Adequate Protection Superpriority Claims granted pursuant to paragraph 8 of this Interim Order shall not be subject, junior, or *pari passu* to any lien or security interest that is avoided and preserved for the benefit of the Debtor Borrowers' estates under the Bankruptcy Code, including, without limitation, pursuant to section 551 or otherwise, and shall not be subordinated to or made *pari passu* with any lien, security interest or administrative claim under the Bankruptcy Code, including, without limitation, pursuant to section 364 or otherwise.

9. **Adequate Protection for CIF**. As adequate protection of the interests of CIF in its Prepetition Collateral to the extent of any postpetition Diminution in Value of such interests resulting from, among other things, the imposition of the priming DIP Liens on CIF's Prepetition Collateral, the Carve-Out, the Debtor Borrowers' use of CIF's Prepetition Collateral, and the imposition of the automatic stay, CIF is hereby granted the following: (a) continuing, valid, binding, enforceable and perfected security interests and liens on CIF's Prepetition Collateral, which shall be junior in all respects to the Carve-Out, the DIP Liens, the Prepetition First Priority

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Liens, CKD Penn Prepetition Junior Liens, and CKD Penn Adequate Protection Liens, but otherwise senior to all other security interests in, liens on, or claims against CIF's Prepetition Collateral (the "**CIF Adequate Protection Liens**" and, together with the CKD Penn Adequate Protection Liens, the "**Adequate Protection Liens**"); and (b) allowed administrative expense claims against the estate of Debtor RH Lakewind East LLC for repayment of CIF's alleged prepetition mortgage to the extent of any postpetition Diminution in Value, which shall be junior in all respects to the Carve-Out, the NOLA DIP Facility, all superpriority claims granted to the NOLA DIP Lender under the NOLA DIP Facility, and any claims of the Prepetition First Lien Lenders and CKD Penn with respect to their interests in and liens on the Prepetition Collateral, but otherwise senior to any and all other administrative expense claims in such Debtor Borrowers' Chapter 11 Case.

10. **Section 507(b) Reservation.** Subject only to the Carve-Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to CKD Penn or CIF is insufficient to compensate for any Diminution in Value of CKD Penn's or CIF's respective interests in any Prepetition Collateral during the Chapter 11 Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition First Lien Lenders, CKD Penn or CIF that the adequate protection granted herein does in fact adequately protect any of the Prepetition First Lien Lenders, CKD Penn or CIF against any Diminution in Value of their respective interests in the Prepetition Collateral.

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11. **Insurance.** Until the DIP Obligations have been indefeasibly paid in full, at all times, the Debtor Borrowers shall maintain casualty and loss insurance coverage for the Prepetition Collateral and the DIP Collateral on substantially the same basis as maintained prior to the Petition Date and shall name the NOLA DIP Lender as loss payee or additional insured, as applicable, thereunder.

12. **Perfection of DIP Liens and Adequate Protection Liens.**

a. The NOLA DIP Lender is hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over, or take any other action in order to validate and perfect the liens and security interests granted to it hereunder, in each case without the necessity to pay any mortgage recording fee or similar fee or tax. Whether or not the NOLA DIP Lender shall, in its sole discretion, chooses to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or take possession of or control over, or otherwise confirm perfection of the liens and security interests granted to it hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not subject to challenge dispute or subordination, at the time and as of the date of entry of this Interim Order subject to paragraph 18 herein. The Debtor Borrowers shall, if requested, execute and deliver to the NOLA DIP Lender all such agreements, financing statements, instruments and other documents as the NOLA DIP Lender may reasonably request to more fully evidence, confirm, validate, perfect, preserve, and enforce the DIP Liens and Adequate

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Protection Liens. All such documents will be deemed to have been recorded and filed as of the date of entry of this Interim Order.

b. A certified copy of this Interim Order may, in the discretion of the NOLA DIP Lender, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien, or similar instruments, and all filing offices are hereby directed to accept such certified copy of this Interim Order for filing and recording.

13. **Authority to Execute and Deliver Necessary Documents.**

a. All of the DIP Liens and Adequate Protection Liens shall be effective and perfected as of the entry of this Interim Order and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements, or other agreements.

b. Each of the Debtor Borrowers is hereby further authorized and directed to (i) perform all of its obligations under the DIP Term Sheet and this Interim Order, and such other agreements as may be required by the DIP Term Sheet and this Interim Order to give effect to the terms of the financing provided for therein and in this Interim Order, and (ii) perform all acts required under the DIP Term Sheet and this Interim Order.

c. The Debtor Borrowers shall execute all documents and take all actions required to effectuate the DIP Term Sheet and this Interim Order, including, without limitation, executing all instruments which may be requested by the NOLA DIP Lender and in accordance with the DIP Term Sheet.

d. All obligations under the DIP Term Sheet and this Interim Order shall

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constitute valid and binding obligations of each of the Debtor Borrowers enforceable against each of them, and each of their successors and assigns, in accordance with their terms and the terms of this Interim Order. No obligation, payment, transfer, or grant of a security interest under the DIP Term Sheet or this Interim Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law or subject to avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any Challenge.

14. **Amendments, Consents, Waivers, and Modifications.** The Debtor Borrowers, with the express written consent of the NOLA DIP Lender, may enter into any amendments, consents, waivers, supplements, or modifications to the DIP Term Sheet without the need for further notice and hearing or any order of this Court, provided that such amendments, consents, waivers, or modifications do not shorten the Maturity Date (as defined below), increase commitments or the rate of interest payable under the DIP Term Sheet and this Interim Order, require the payment of a fee, change any Event of Default, add any covenants, or amend the covenants in the DIP Term Sheet and this Interim Order to be materially more restrictive; *provided, however*, that the Debtors shall provide notice (which shall be provided through electronic mail) to counsel to the Official Committee (if appointed), the U.S. Trustee, and counsel to the Ad Hoc Group of Holders of Crown Capital Notes (collectively, the “**Amendment Notice Parties**”), each of whom shall have five (5) business days from the date of such notice to object in writing to any such amendment, consent, waiver, supplement, or other modification. If all Amendment Notice Parties indicate that they have

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no objection to the amendment, modification or supplement (or if no objections are timely received), the Debtors may proceed to execute the amendment, modification or supplement, which shall become effective immediately upon execution. If an Amendment Notice Party timely objects to such amendment, modification or supplement, approval of the Court (which may be sought on an expedited basis) will be necessary to effectuate the amendment, modification or supplement; provided that such amendment, modification or supplement shall be without prejudice to the right of any party in interest to be heard. Any modification, amendment, or supplement that becomes effective in accordance with this paragraph shall be filed with the Court.

15. **Budget; Use of Proceeds.** All expenditures of the Debtor Borrowers shall be made subject to the Approved Budget, attached as **Exhibit 2** to this Interim Order. The Debtor Borrowers shall not permit aggregate expenditures under the Approved Budget to exceed one hundred and fifteen percent (115%) of the total budgeted expenses or aggregate cash receipts under the Approved Budget to be less than eighty-five percent (85%) of the total budgeted cash receipts, in each case calculated on a rolling two-week basis commencing as of the Petition Date, with the first such testing to begin two weeks after the Petition Date; *provided, however*, that the cash disbursements considered for determining compliance with this covenant shall exclude disbursements in respect of (x) the NOLA DIP Lender's expenses and professional fees and (y) payments made to vendors that qualify as "Critical Vendors" and are approved by the NOLA DIP Lender and interest due under the existing mortgage. The Approved Budget may be amended only with the consent of the NOLA DIP Lender. Any material modifications to the Approved

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Budget must be filed with the Court on notice to parties-in-interest, and any non-material modifications to the Approved Budget shall be sent to the U.S. Trustee and counsel to the Official Committee (if any). Notwithstanding anything to the contrary in this Interim Order, the DIP Term Sheet, or the Approved Budget, pending entry of the Final Order, (A) the NOLA Debtors shall defer their request to utilize \$250,000 of proceeds of the DIP Facility to fund the Litigation Trust (as defined in the DIP Term Sheet); and (B) the NOLA Debtors shall fund the Escrow Account with cash in an amount equal to not more than the projected fees, costs, and expenses of the Independent Fiduciary, the NOLA Debtors' counsel, the NOLA Debtors' financial advisor, and the Debtors' noticing and claims agent through June 30, 2026.

16. **Financial Reporting.** After entry of the Interim Order, the Debtor Borrowers shall:

- a. provide to the NOLA DIP Lender, counsel to the Official Committee (if any), and counsel to the Ad Hoc Group of Holders of Crown Capital Notes, as soon as available but no later than 5:00 p.m. Eastern Time on the last Friday of the rolling two-week period, a budget variance and reconciliation report setting forth: (i) a comparative reconciliation, on a line-by-line basis, of actual cash receipts and disbursements against the cash receipts and disbursements forecast in the Approved Budget, and (ii) the percentage variance of the aggregate receipts and aggregate disbursements, for (A) the rolling two-week period ended on (and including) the last Sunday of the two-week reporting period and (B) the cumulative period to date, (iii) projections for the following nine weeks, including a rolling cash receipts and disbursements forecast for such period, and (iv) such other information requested from time to time by the NOLA DIP Lender in

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accordance with the terms of the DIP Term Sheet and any other DIP Loan Documents;

b. provide to the NOLA DIP Lender, counsel to the Official Committee (if any), and counsel to the Ad Hoc Group of Holders of Crown Capital Notes (i) (a) usual and customary financial reporting based on the Debtor Borrowers' prior practice, taking into account the debtor-in-possession status of the Debtor Borrowers, (b) prompt delivery (email shall suffice) to the NOLA DIP Lender, counsel to the Official Committee (if any), and counsel to the Ad Hoc Group of Holders of Crown Capital Notes, and in any event within 5 business days after receipt thereof by any Debtor Borrower, copies of each notice or other correspondence received from any federal or state authority or agency of the United States (or comparable state authority or agency in any applicable non-U.S. jurisdiction) concerning the NOLA Properties (as defined in the DIP Term Sheet), any investigation or possible investigation or other inquiry by such department or agency regarding financial or other operational results or activities of any Debtor Borrower, and (c) upon request of the NOLA DIP Lender, prompt delivery (email shall suffice) of copies of any detailed audit reports, management letters, or recommendations submitted to the independent director or CRO of any Debtor Borrower by independent accountants in connection with the books or accounts of any Debtor Borrower; and

c. provide the NOLA DIP Lender with weekly updates on the uses of capital expenditures on the NOLA Properties and any sale process (including, without limitation, full copies of any preliminary and final bids received).

17. **Reservation of Rights of the NOLA DIP Lender, Prepetition First Lien Lenders,**

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and CKD Penn. Subject only to the Carve-Out, notwithstanding any other provision in this Interim Order, the DIP Term Sheet, or the other DIP Loan Documents to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) any of the rights of any of the Prepetition First Lien Lenders of CKD Penn to seek any other or supplemental relief in respect of the Debtor Borrowers including the right to seek additional adequate protection at and following the Final Hearing; *provided* that any such further or different adequate protection shall at all times be subordinate and junior to the Carve-Out and the claims and liens of the NOLA DIP Lender granted under this Interim Order, the DIP Term Sheet, and the other DIP Loan Documents; (b) any of the rights of the NOLA DIP Lender or the Prepetition First Lien Lenders under the DIP Term Sheet, the DIP Loan Documents, the Prepetition First Lien Loans, the CKD Prepetition Junior Lien Mortgage, any intercreditor agreement, or the Bankruptcy Code or under non-bankruptcy law (as applicable), including, without limitation, the right of any of the NOLA DIP Lender, the Prepetition First Lien Lenders or CKD Penn to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Chapter 11 Cases, conversion of any of the Chapter 11 Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers in any of the Cases, or (iii) seek to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the NOLA DIP Lender, the Prepetition First Lien Lenders or CKD Penn. The delay in or failure of the NOLA DIP Lender, the Prepetition First Lien

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Lenders and/or CKD Penn to seek relief or otherwise exercise their rights and remedies shall not constitute a waiver of any of the NOLA DIP Lender, the Prepetition First Lien Lenders or CKD Penn's rights and remedies. For all adequate protection purposes throughout the Chapter 11 Cases, each of the Prepetition First Lien Lenders and CKD Penn shall be deemed to have requested relief from the automatic stay and adequate protection for any Diminution in Value from and after the Petition Date. For the avoidance of doubt, such request will survive termination of this Interim Order.

18. **Reservation of Third-Party Rights and Bar of Challenges and Claims.**

a. The Debtors stipulations, admissions, waivers, releases, and indemnities contained in this Interim Order, shall be binding upon all other parties interest, including, without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes unless: (i) such committee or any other party in interest with requisite standing (subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so) has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, inter alia, in this paragraph) by the earlier of (a) the deadline to object to confirmation of the Debtors' plan of reorganization or (b) except as to any Official Committee, sixty (60) calendar days after entry of the Interim Order, and in the case of any such adversary proceeding or contested matter filed by the Official Committee,

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forty-five (45) calendar days after the appointment of such Official Committee (the “**Challenge Period**”), (a) the validity, enforceability, extent, priority, or perfection of the mortgages, security interests, and liens of the Prepetition First Lien Lenders and CKD Penn; (b) the validity or enforceability of any releases or indemnities in favor of the DIP Lender or Prepetition First Lien Lenders contained in this Interim Order; or (c) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition First Lien Obligations and CKD Penn Prepetition Junior Liens (any such claim, a “**Challenge**”); and there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided, however*, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge or claim and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred.

b. If no such Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (i) the Debtors’ stipulations, admissions, agreements and releases with respect to the Releasees contained in this Interim Order shall be binding on all parties in interest; (ii) the Prepetition First Lien Obligations and any obligations arising from the CKD Penn Prepetition Junior Mortgage shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in the Chapter 11 Cases, and any subsequent chapter 7 case(s); (iii) the Prepetition First Priority Liens and CKD Penn

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Prepetition Junior Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims, not subject to recharacterization, subordination, or avoidance; and (iv) the Prepetition First Lien Obligations and any obligations arising from the CKD Penn Prepetition Junior Mortgage shall not be subject to any other or further claim or challenge by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) and any defenses, claims, causes of action, counterclaims and offsets by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against any of the Releasees arising out of or relating to any of the Prepetition First Lien Obligations and any obligations arising from the CKD Penn Prepetition Junior Mortgage and the Prepetition Collateral shall be deemed forever waived, released and barred.

c. If any such Challenge is timely filed during the Challenge Period, the stipulations, admissions, agreements and releases with respect to the Releasees contained in this Interim Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any statutory or nonstatutory committee appointed or formed in the Chapter

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11 Cases and on any other person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition First Lien Obligations and any obligations arising from the CKD Penn Prepetition Junior Mortgage, and any ruling on standing, if appealed, shall not stay or otherwise delay the Chapter 11 Cases or confirmation of any plan of reorganization.

19. **Maturity Date.** Consistent with the DIP Term Sheet, the DIP Facility's maturity date ("**Maturity Date**") shall be the earliest to occur of (i) October 30, 2025; (ii) the closing date following entry of one or more final orders approving the NOLA Restructuring Transaction (as defined in the DIP Term Sheet); (iii) the acceleration of any outstanding DIP Loan following the occurrence of an Event of Default; (iv) the filing of a plan which is inconsistent with terms of the DIP Term Sheet or the DIP Loan Documents; or (v) entry of an order by the Bankruptcy Court in the Chapter 11 Cases either (a) dismissing the Chapter 11 Cases or converting one or more Chapter 11 Cases to Chapter 7 of the Bankruptcy Code, (b) declining to authorize or approve the DIP Liens, or (c) appointing a Chapter 11 trustee or an examiner with enlarged powers relating to the operation of the business of the Debtor Borrowers (*i.e.*, powers beyond those set forth in sections

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1106(a)(3) and (4) of the Bankruptcy Code), in each case without the consent of the NOLA DIP Lender; *provided, however*, that to the extent that the Debtor Borrowers effectuate a NOLA Restructuring Transaction as a sale under section 363 of the Bankruptcy Code, rather than under the Chapter 11 Plan, the Maturity Date shall be abated pending confirmation of the Chapter 11 Plan and consummation of the Chapter 11 Plan. All amounts outstanding under the DIP Facility shall be due and payable in full, and the DIP Commitments thereunder shall terminate, on the Maturity Date.

20. **Events of Default.** The occurrence of any of the following events shall constitute an “Event of Default” under the DIP Term Sheet:

- a. the Debtor Borrowers’ failure to make debt-service or other payments when due hereunder;
- b. the Debtor Borrowers’ failure to make deposits into the reserves established under the DIP Term Sheet;
- c. the Debtor Borrowers’ failure to satisfy any material obligations set forth in the DIP Term Sheet and/or any related DIP Loan Documents;
- d. any action by the U.S. Department of Justice to initiate forfeiture proceedings against any asset owned either partially or entirely by any Debtor Borrower;
- e. failure by the Debtor Borrowers to challenge the validity of any prepetition mortgage on Debtor RH Lakewind East LLC granted to CIF;
- f. failure by the Debtor Borrowers to make payments consistent with the DIP

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Term Sheet and Approved Budget, subject to permitted variances;

g. failure by the Debtor Borrowers to file and confirm a chapter 11 plan in
accordance with the applicable milestones;

h. the confirmation of a chapter 11 plan inconsistent with the DIP Term Sheet;
and

i. the filing of a motion for the sale under section 363 of the Bankruptcy Code
of the NOLA Properties that is inconsistent with the DIP Term Sheet.

21. **Remedies Upon Event of Default.** Upon the occurrence of and during the
continuance of an Event of Default, (i) the Debtor Borrowers shall be bound by all restrictions,
prohibitions and other terms as provided in this Interim Order and the DIP Term Sheet, and (ii) the
NOLA DIP Lender, shall be entitled to take any act or exercise any right or remedy as provided in
this Interim Order or the DIP Term Sheet, including, without limitation, suspending or
immediately terminating the DIP Facility; *provided, however*, that in the case of the enforcement
of rights pursuant to this paragraph, the NOLA DIP Lender shall provide counsel to the Debtors,
counsel to any Official Committee (if one exists), counsel to the Ad Hoc Group of Holders of
Crown Capital Notes, and the U.S. Trustee with five (5) business days' prior written notice (such
period, the "**Remedies Notice Period**"). Immediately upon the expiration of the Remedies Notice
Period, the Court shall hold an emergency hearing when the Court is available (the "**Enforcement
Hearing**") at which the Debtors, any Official Committee, and/or any other party in interest shall
be entitled to seek a determination from the Court solely as to whether an Event of Default has

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occurred, and at the conclusion of the Enforcement Hearing, the Court may fashion an appropriate remedy that is consistent with the terms of this Interim Order. Notwithstanding anything to the contrary herein, no enforcement rights set forth in this paragraph shall be exercised prior to the Court holding an Enforcement Hearing, subject to Court availability, and the expiration of the Remedies Notice Period, and the Remedies Notice Period shall not expire until the conclusion of the Enforcement Hearing and the issuance of a ruling by the Court if such Enforcement Hearing is conducted by the Court.

22. **Automatic Stay Modified.** The automatic stay provisions of section 362 of the Bankruptcy Code hereby are, to the extent applicable, vacated, and modified to the extent necessary without the need for any further order of this Court, to permit: (a) the Debtor Borrowers to grant the DIP Liens and the Superpriority Claims, and to perform such acts as the NOLA DIP Lender may request to assure the perfection and priority of the DIP Liens; (b) the Debtor Borrowers to incur all liabilities and obligations, including all of the DIP Obligations, to the NOLA DIP Lender as contemplated under this Interim Order and the DIP Term Sheet; (c) the Debtor Borrowers to grant the Adequate Protection Liens; (d) the Debtor Borrowers to pay all amounts required hereunder and under the DIP Term Sheet; (e) the NOLA DIP Lender to retain and apply payments made in accordance with the terms of this Interim Order and the DIP Term Sheet; (f) subject to the paragraph 21 of this Interim Order and the Remedies Notice Period, the NOLA DIP Lender to exercise, upon the occurrence and during the continuance of any Event of Default, all rights and remedies provided for in this Interim Order, the DIP Term Sheet, or applicable law; (g)

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to perform under this Interim Order and the DIP Term Sheet, and to take any and all other actions that may be required, necessary, or desirable for the performance by the Debtor Borrowers under this Interim Order and the DIP Term Sheet and the implementation of the transactions contemplated hereunder and thereunder, and (h) the implementation of all of the terms, rights, benefits, privileges, remedies, and provisions of this Interim Order and the DIP Term Sheet.

23. **Subsequent Reversal or Modification.** This Interim Order is entered pursuant to section 364 of the Bankruptcy Code, and Bankruptcy Rules 4001(b) and (c), granting the NOLA DIP Lender all protections afforded by section 364(e) of the Bankruptcy Code. If any or all of the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, that action will not affect (i) the validity of any obligation, indebtedness, or liability incurred hereunder by any of the Debtor Borrowers to the NOLA DIP Lender, prior to the date of receipt by the NOLA DIP Lender of written notice of the effective date of such action or (ii) the validity and enforceability of any lien, claim, or priority authorized or created under the DIP Term Sheet and this Interim Order. Notwithstanding any such reversal, stay, modification, or vacatur, any postpetition indebtedness, obligation, or liability incurred by any of the Debtor Borrowers to the NOLA DIP Lender, prior to written notice to the NOLA DIP Lender of the effective date of such action, shall be governed in all respects by the original provisions of this Interim Order and the NOLA DIP Lender shall be entitled to all the rights, remedies, privileges, and benefits granted herein and in the DIP Term Sheet with respect to all such indebtedness, obligations, or liability.

24. **Collateral Rights.** In the event that any person or entity that holds a lien or security

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interest in Collateral of the Debtor Borrowers or their estates that is junior or subordinate to the DIP Liens and Adequate Protection Liens in such Collateral of the Debtor Borrowers or their estates receives or is paid the proceeds of such Collateral of the Debtor Borrowers or their estates, or receives any other payment with respect thereto from any other source, prior to indefeasible payment in full in cash and the complete satisfaction of all DIP Obligations under the DIP Term Sheet and this Interim Order, and termination of the commitments in accordance with the DIP Term Sheet and this Interim Order, such junior or subordinate lienholder shall be deemed to have received, and shall hold, the proceeds of any such Collateral of the Debtor Borrowers or their estates in trust for the NOLA DIP Lender, CKD or CIF, as applicable, and shall immediately turnover such proceeds to the NOLA DIP Lender, CKD or CIF, as applicable, for application in accordance with the DIP Term Sheet and this Interim Order.

25. **Release and Indemnity.**

a. In consideration of and as a condition to the NOLA DIP Lenders making the DIP Loan available under the DIP Term Sheet and DIP Loan Documents, the consent by the Prepetition First Lien Lenders and CKD Penn to the use of Cash Collateral and to have their liens primed as specifically set forth herein, and providing other credit and financial accommodations to the Debtor Borrowers pursuant to the provisions of this Interim Order, the DIP Term Sheet, and the DIP Loan Documents (including the Carve-Out provisions), each Debtor, on behalf of itself, and successors and assigns (collectively, the “**Releasors**”), hereby absolutely releases and forever discharges and acquits the Releasees of and from any and all Released Claims of every kind, name,

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nature and description, known or unknown, foreseen or unforeseen, matured or contingent, liquidated or unliquidated, primary or secondary, suspected or unsuspected, both at law and in equity, including, without limitation, any so-called “lender liability” claims or defenses, that any Releasor may now or hereafter own, hold, have, or claim to have against the Releasees, or any of them for, upon, or by reason of any nature, cause, or thing whatsoever that arose or may have arisen at any time on or prior to the date of this Interim Order, arising out of, relating to, or in connection with, any of the Prepetition First Priority Liens, CKD Penn Prepetition Junior Liens, Prepetition First Lien Obligations, any obligations with respect to the CKD Penn Guaranty, the CKD Penn Prepetition Junior Mortgage, the DIP Facility, the DIP Term Sheet, the DIP Loan Documents or the DIP Obligations. In addition, upon the indefeasible payment and satisfaction in full of all DIP Obligations owed to the NOLA DIP Lender by the Debtor Borrowers, and termination of the rights and obligations arising under this Interim Order, the Final Order, the DIP Term Sheet and the DIP Loan Documents (which payment and termination shall be on terms and conditions acceptable to the NOLA DIP Lender), the NOLA DIP Lender shall be automatically deemed to be absolutely and forever released and discharged from any and all obligations, liabilities, actions, duties, responsibilities, commitments, claims, and causes of action arising, occurring in connection with, or related to the DIP Term Sheet and DIP Loan Documents, this Interim Order, or the Final Order (whether known or unknown, direct or indirect, matured or contingent, foreseen or unforeseen, due or not due, primary or secondary, liquidated or unliquidated).

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b. Subject to and effective upon entry of the Final Order granting such relief, and the rights and limitations of any third party under paragraph 18 of this Interim Order, the Debtors hereby absolutely, unconditionally, and irrevocably covenants and agrees with each Releasee that it will not sue (at law, in equity, in any regulatory proceeding, or otherwise) any Releasee on the basis of any Released Claim that has been released and discharged by such Debtor. If any Debtor violates the foregoing covenant, the Debtor agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

c. Subject to entry of the Final Order and the rights and limitations of any third party under paragraph 18 of this Interim Order, the Debtors hereby agree to protect, defend, indemnify, and hold harmless the Releasees for, from and against any and all claims, suits, liabilities, losses, costs, expenses (including reasonable, out-of-pocket attorneys' fees and costs) imposed upon or incurred by or asserted against any Releasee arising out of or relating to the Debtor (and any subsidiaries or affiliates), prior loans, mortgages, all Avoidance Actions, the DIP Term Sheet, the DIP Loan Documents or the transactions contemplated thereby, except for those arising out of the willful misconduct or gross negligence of the Releasees as determined by a non-appealable court order.

d. Notwithstanding anything to the contrary herein, Moshe (Mark) Silber, Frederick Schulman, or any relative of either Moshe (Mark) Silber or Frederick Schulman, or any entity that is directly or indirectly owned or controlled by Moshe (Mark) Silber or Frederick

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Schulman, or any relative or affiliate of Moshe (Mark) Silber or Frederick Schulman, shall not be released or indemnified under this Interim Order, and no claims or causes of action against such parties shall be Released Claims under this Interim Order or otherwise without further order of the Court.

26. **No Third-Party Beneficiary.** Except as explicitly set forth herein, no rights are created hereunder for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

27. **Rights Under Section 363(k).** The full amount of the DIP Obligations may be used to “credit bid” for the assets and property of the Debtor Borrowers as provided for in section 363(k) of the Bankruptcy Code, in accordance with the terms of the DIP Term Sheet and this Interim Order without the need for further Court order authorizing the same.

28. **Limitation on Charging Expenses Against DIP Collateral.** Effective as of the Petition Date but subject to and effective upon entry of the Final Order granting such relief and the terms thereof, no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral (except to the extent of the Carve-Out) or the NOLA DIP Lender, pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any similar principle of law or equity, without the prior written consent of the NOLA DIP Lender, and no such consent shall be implied from any other action, inaction, or acquiescence by the NOLA DIP Lender.

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29. **No Marshaling.** Effective as of the Petition Date but subject to and effective upon entry of the Final Order granting such relief and the terms thereof, the NOLA DIP Lender shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral, and the proceeds of the DIP Collateral shall be received and applied pursuant to this Interim Order and the DIP Term Sheet; *provided, however,* that the NOLA DIP Lender shall use commercially reasonable efforts to (i) with respect to the New Money Loans, satisfy the New Money Loans *first* with all proceeds from the DIP Collateral except proceeds derived from Avoidance Actions and *second* with proceeds from Avoidance Actions, and (ii) with respect to the Roll-Up Term Loans, satisfy the Roll-Up Term Loans *first* with all proceeds from the DIP Collateral except proceeds derived from any Avoidance Action asserted against the NOLA DIP Lender and *second* to proceeds from any Avoidance Action asserted against the NOLA DIP Lender.

30. **Equities of the Case.** The NOLA DIP Lender shall be entitled to all the rights and benefits of section 552(b) of the Bankruptcy Code with respect to proceeds, product, offspring, or profits of any of the DIP Collateral, and, effective as of the Petition Date but subject to and effective upon entry of the Final Order granting such relief and the terms thereof, the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the NOLA DIP Lender with respect to proceeds, product, offspring, or profits of any of the DIP Collateral.

31. **Conversion Option.** Notwithstanding anything in the DIP Term Sheet to the contrary, subject to approval by the Court (at a hearing to confirm the Chapter 11 Plan or

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otherwise) after notice and a hearing and subject to the rights of parties in interest to object, the Debtor Borrowers may seek to effectuate a sale, recapitalization, reorganization, or other transaction (whether in a single transaction or a series of transactions) related to the NOLA Debtors and its real estate assets and related operating assets (the “**NOLA Restructuring Transaction**”) under section 363 of the Bankruptcy Code or under the Chapter 11 Plan. To the extent that a NOLA Restructuring Transaction is not approved by the Court under section 363 of the Bankruptcy Code prior to confirmation of the Chapter 11 Plan, the Debtor Borrowers may, subject to approval by the Court (at a hearing to confirm the Chapter 11 Plan or otherwise) after notice and a hearing and subject to the rights of parties in interest to object, with the NOLA DIP Lender’s consent, effectuate a NOLA Restructuring Transaction under the Chapter 11 Plan. To the extent that the NOLA DIP Lender sponsors the NOLA Restructuring Transaction (as an asset acquirer, plan sponsor, or other similar capacity), the Debtor Borrowers may, subject to approval by the Court as part of confirmation of the Chapter 11 Plan, implement such transaction through the Chapter 11 Plan. In connection with the NOLA Restructuring Transaction, the NOLA DIP Lender shall have the option, exercisable at its sole discretion, to convert all or a portion of the outstanding principal amount of the DIP Loan, including any accrued but unpaid interest, into shares of a newly created series of preferred equity in the NOLA Debtors or other Debtor Borrowers, or any reorganized Debtor (the “**Preferred Equity**”), in a manner acceptable to the Debtor Borrowers and the NOLA DIP Lender. In the event any portion of NOLA DIP Lender’s debt is converted into any form of equity (i.e., common shares or preferred shares), the NOLA DIP Lender or an affiliated

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entity shall be the general partner/managing member of such newly formed ownership entity.

32. **Final Hearing.** The Final Hearing on the Motion shall be held on June 17, 2025, at 1:00 p.m., prevailing Eastern time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern time, on June 10, 2025, and shall be served on: (a) the Debtors; (b) proposed counsel to the Debtors, White & Case LLP, 111 S. Wacker Dr., Chicago, IL 60606, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Adam T. Swingle (adam.swingle@whitecase.com), and Barrett Lingle (barrett.lingle@whitecase.com); (c) counsel to the Kelly Hamilton DIP Lender, Lippes Mathias LLP, 54 State Street, Suite 1001, Albany, New York 12207, Attn: Leigh A. Hoffman (lhoffman@lippes.com); (d) counsel to the NOLA DIP Lender, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, NY 10019, Attn: Scott B. Lepene (scott.lepene@afslaw.com) and Brett D. Goodman (brett.goodman@afslaw.com); (e) counsel to the Ad Hoc Group of Holders of Crown Capital Notes, Faegre Drinker Biddle & Reath LLP, 1177 Avenue of the Americas, 41st Floor, New York, New York 10036, Attn: James H. Millar (james.millar@faegredrinker.com) and Michael P. Pompeo (michael.pompeo@faegredrinker.com); (f) the United States Trustee, One Newark Center, Suite 2100 Newark, New Jersey 07102, Attn: Jeffrey M. Sponder (jeffrey.m.sponder@usdoj.gov) and Lauren Bielskie (lauren.bielskie@usdoj.gov); (g) counsel to any Official Committee (if any), (h) counsel to the Ad Hoc Group of Holders of Crown Capital Notes; and (i) any party filing a request for service under Bankruptcy Rule 2002 in these cases. In the event no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need

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for the Final Hearing.

33. **Headings.** Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

34. **Conflicts.** To the extent there exists any conflict among the terms and conditions of the Motion, the DIP Term Sheet, or this Interim Order, the terms and conditions of this Interim Order shall govern and control.

35. **Effect of this Interim Order.** This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon execution hereof, notwithstanding Bankruptcy Rules 6003 or 6004 or any other statute, rule, or provision to the contrary.

36. **CIF Dismissal Motion.** Entry of this Interim Order is without prejudice to the Court's consideration and adjudication of the *Motion to Dismiss the Chapter 11 Case of RH Lakewind East LLC* [Docket No. 87] (the "**CIF Dismissal Motion**"). The rights of the Debtors and all parties in interest with respect to the CIF Dismissal Motion (including any remedy with respect to the effect that dismissal of the Chapter 11 Case of RH Lakewind East LLC may have on the relief requested by the Motion under the Interim Order), are reserved in all respects.

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

Exhibit 1

DIP Term Sheet

NOLA Debtors Binding Term Sheet For

Senior Secured, Superpriority

Debtor-in-Possession Financing

Dated as of May 26, 2025

This term sheet (this “**Term Sheet**”) is a lending commitment from DH1 Holdings LLC (“**DH1**”), CKD Funding LLC (“**CKD Funding**”) and CKD Investor Penn LLC (“**CKD Penn**”, and together with DH1 and CKD Funding, collectively, the “**NOLA DIP Lender**”). Capitalized terms used in this Term Sheet shall have the meanings ascribed to such terms in this Term Sheet.

This Term Sheet is subject solely to the following conditions: (i) satisfaction of all conditions precedent set forth herein, including any modifications or supplements hereinafter requested by the NOLA DIP Lender, are satisfied or waived in the sole discretion of the NOLA DIP Lender; (ii) the NOLA DIP Lender agrees to and executes this Term Sheet; (iii) the United States Bankruptcy Court for the District of New Jersey (the “**Bankruptcy Court**”), in connection with the Chapter 11 Cases, authorizes and approves the DIP Facility on terms and conditions, including any modifications or supplements thereto except as expressly set forth in this Term Sheet, which are satisfactory to the Debtors and the NOLA DIP Lender in each of its respective sole discretion and pursuant to order(s) of the Bankruptcy Court in form and substance acceptable to the NOLA DIP Lender in its sole discretion; (iv) the entry of an interim order (the “**Interim Order**”) attached hereto as **Exhibit A**, and a final order (the “**Final Order**”), authorizing the Debtors to enter into the DIP Facility; (v) the signing of formal loan documents (following entry of the Final Order, the “**DIP Loan Documents**”) consistent in all material respects with this Term Sheet by the Debtors and NOLA DIP Lender in connection with entry of the Final Order; and (vi) the Debtors’ agreement to comply with the milestones set forth herein, including with respect to the filing of a chapter 11 plan providing for the establishment of the Litigation Trust and, if applicable, the NOLA Restructuring Transaction (such plan, the “**Chapter 11 Plan**”) and a related disclosure statement (the “**Disclosure Statement**”).

The transaction contemplated herein shall be structured in all events to be REIT compliant in a manner determined by the Debtors and the NOLA DIP Lender.

<u>Debtors</u>	<p>RH Chenault Creek LLC, RH Windrun LLC, RH Copper Creek LLC, RH Lakewind East LLC (collectively, the “NOLA Debtors”), CBRM Realty Inc., Crown Capital Holdings, LLC, RH New Orleans Holding LLC, and RH New Orleans Holdings MM LLC (collectively, the “Debtors” and, each, a “Debtor”), as debtors and debtors in possession under title 11 of chapter 11 of the United States Code (the “Bankruptcy Code”).</p> <p>Any individual or entity that the Debtors determine, after reasonable inquiry, either directly or indirectly controls or owns 20.0% or more of the direct or indirect equity interests in any Debtor must be disclosed for KYC purposes and shall be depicted on an organizational chart to be provided by the Debtors to the NOLA DIP Lender as soon as reasonably practicable following the Petition Date.</p>
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<p><u>NOLA DIP Loan Parties</u></p>	<p>The NOLA Debtors, CBRM Realty Inc. (subject to entry of the Final Order), and Crown Capital Holdings, LLC.</p>
<p><u>NOLA Properties</u></p>	<p>Each of the following NOLA Debtors are the respective 100% owner of each respective commonly known project as follows (together, the “NOLA Properties”):</p> <ol style="list-style-type: none"> 1. Carmel Brook Apartments owned by Debtor RH Chenault Creek LLC; 2. Carmel Spring Apartments owned by Debtor RH Windrun LLC; 3. Laguna Creek Apartments owned by Debtor RH Copper Creek LLC; and 4. Laguna Reserve Apartments owned by Debtor RH Lakewind East LLC.
<p><u>DIP Facility</u></p>	<p>The NOLA DIP Lender shall extend to the NOLA DIP Loan Parties, as joint and several obligors, a secured debtor-in-possession credit facility (the “DIP Facility”) in the aggregate principal amount of up to \$17,422,728 (the “DIP Facility Amount”), comprised of (a) one or more new term loans made by the NOLA DIP Lender on the respective Closing Dates (such new loans and obligations, the “DIP Loan” and commitments with respect to such DIP Loan, the “DIP Commitments”) to be funded upon the entry of the Interim Order and the Final Order (together, the “DIP Orders”), as applicable, by the Bankruptcy Court approving the DIP Facility; and (b) a roll-up of the Prepetition First Lien Loans (as defined below); as follows:</p> <ol style="list-style-type: none"> 1. <u>New Money Loans</u>. A superpriority senior secured multiple draw term loan credit facility in the principal amount of \$8,461,524 (the “New Money Commitments” and the term loans made thereunder, the “New Money Loans”), of which (x) \$4,960,725 shall be available upon entry of the Interim Order on the Interim Closing Date (the “Interim DIP Facility Amount”), and (y) \$3,500,799 shall be available upon entry of the Final Order on the Final Closing Date (the “Additional Final DIP Amount”). Such funds made available as part of the New Money Loans shall be provided in connection with the Sources and Uses (defined herein) set forth in the Approved Budget (defined herein). 2. <u>Roll-Up Loans</u>. A superpriority term loan facility in the principal amount of \$8,961,204 (the “Roll-Up Term Loans”), of which (x) \$4,960,725 shall be deemed funded in accordance with clause (i) below upon entry of this Interim Order, and (y) \$4,000,479 shall be deemed funded in accordance with clause (ii) below, subject to the entry of and the terms of the Final Order, which Roll-Up Term Loans shall be deemed converted from an equal amount of Prepetition First Lien Loans (as defined below) into and exchanged for such Roll-Up Term Loans, in each case, at the times, and in

	<p>accordance with the terms and conditions set forth in this Term Sheet and the other DIP Loan Documents and as set forth below;</p> <ol style="list-style-type: none"><li data-bbox="755 296 1459 793">i. On the date of the Interim Order, concurrently with the making of the New Money Loans in the Interim DIP Amount as described above, \$4,960,725 in aggregate principal amount of Prepetition First Lien Loans (the “Initial Rolled-Up Prepetition First Lien Loans”) shall be deemed converted into and exchanged for Roll-Up Term Loans, and Roll-Up Term Loans in an aggregate principal amount of \$4,960,725 shall be deemed funded on the date of the Interim Order, without constituting a novation, and shall satisfy and discharge the Initial Rolled-Up Prepetition First Lien Loans. The Roll-Up Term Loans deemed funded on the date of the Interim Order shall be deemed to be made by DH1 and CKD Funding.<li data-bbox="755 800 1459 1331">ii. On the date of the entry of the Final Order, concurrently with the making of the New Money Loans in the Additional Final DIP Amount as described above, \$4,000,479 in aggregate principal amount of remaining Prepetition First Lien Loans (the “Remaining Prepetition First Lien Loans”) shall be deemed converted into and exchanged for Roll-Up Term Loans, and Roll-Up Term Loans in an aggregate principal amount of \$4,000,479 shall be deemed funded on the date of the Final Order, without constituting a novation, and shall satisfy and discharge \$4,000,479 in aggregate principal amount of the Remaining Prepetition First Lien Loans. The Roll-Up Term Loans deemed funded on the date of the Final Order shall be deemed to be made by DH1 and CKD Funding. <p>All DIP Loan and other obligations outstanding under the DIP Facility shall become due and payable on the Maturity Date.</p> <p>As used herein, the Interim Order and the Final Order shall each mean an order in form and substance consistent with this Term Sheet and, to the extent not consistent with this Term Sheet, otherwise satisfactory to the NOLA DIP Lender in its sole discretion, entered upon an application or motion of the Debtors that is in form and substance consistent with this Term Sheet and the DIP Loan Documents and, to the extent not consistent with this Term Sheet and the DIP Loan Documents, otherwise satisfactory to the NOLA DIP Lender, which order: (i) authorizes the Debtors to enter into the transactions contemplated by this Term Sheet, including the authorization to borrow under the DIP Facility on the terms set forth herein, (ii) grants to the NOLA DIP Lender superpriority claims and the DIP Facility Liens, (iii) subject to approval of the Final Order, contains provisions prohibiting claims against the collateral of the DIP Lender Released</p>
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	<p>Parties pursuant to section 506(c) of the Bankruptcy Code, a waiver of any “equities of the case” exception under section 552(b) of the Bankruptcy Code, and a waiver of the equitable doctrine of marshalling, and extending the DIP Facility Liens to the proceeds of the Debtors’ causes of action under Chapter 5 of the Bankruptcy Code, (iv) approves payment by the Debtors of all of the fees and expenses provided for herein, (v) prohibits the Debtors or any party in interest from seeking to satisfy the DIP Loan in a manner other than in full in cash or as otherwise consented to by the NOLA DIP Lender, and (vi) shall not have been stayed, vacated, reversed, or rescinded or, without the prior written consent of the NOLA DIP Lender in its sole discretion, amended or modified.</p>
<p><u>Governance</u></p>	<p>The DIP Orders and any other similar order shall provide that Elizabeth A. LaPuma, as independent fiduciary, has the full authority to act on behalf of, and legally bind, each Debtor.</p> <p>The DIP Orders shall require the Debtors to appoint a financial advisor and an individual employed by IslandDundon as Chief Restructuring Officer (the “CRO”).</p> <p>Any material modification or termination of the engagement of the CRO shall require the prior consent of the NOLA DIP Lender.</p> <p>Pursuant to section 365(b) of the Bankruptcy Code, and to ensure the health and safety of the tenants residing at the NOLA Properties, the NOLA DIP Lender’s agreement to fund the DIP Loan is contingent upon entry of one or more orders of the Bankruptcy Court authorizing: (i) the Debtors’ assumption of, and assignment to the NOLA DIP Lender or an affiliate thereof, those existing service agreements (including, without limitation, any and all contracts with the U.S. Department of Housing and Urban Development (“HUD”)) currently entered into by the NOLA Debtors at the NOLA Properties that are approved in advance by the NOLA DIP Lender; and (ii) the rejection of those existing service agreements and asset management agreements currently entered into by the NOLA Debtors at the NOLA Properties that are approved in advance by the NOLA DIP Lender. The NOLA DIP Lender has the right to approve any property manager or request the replacement of any property manager for the NOLA Debtors at the NOLA Properties.</p>
<p><u>Escrow Account and Initial Draw</u></p>	<p>The Debtors shall be limited to one (1) draw request per month. All draws shall be subject to the NOLA DIP Lender’s customary and standard disbursement practices and procedures including, but not limited to, no pending defaults and such funds being disbursed pursuant to the Approved Budget.</p> <p>The Debtors shall, following entry of the Interim Order, draw \$4,960,725 from the DIP Facility (the “Initial Draw”). At such time, the NOLA DIP Lender shall transfer \$1,550,000 of the Initial Draw into an escrow account (the “Escrow Account”) established for the benefit of Elizabeth A. LaPuma as independent fiduciary, the Debtors’</p>

	<p>counsel, the Debtors' financial advisor, and the Debtors' notice and claims agent.</p> <p>All prepetition liens that are not Permitted Liens and are secured by the Collateral shall be paid and discharged in full in cash prior to or as part of the Initial Draw as provided in the Approved Budget. "Permitted Liens" means any (i) mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business for amounts not yet due or payable or, if due and payable, are not delinquent or the validity of which are being contested in good faith and for which appropriate reserves have been established in accordance with GAAP, and which are included in the calculation of working capital, and liens of third-party lessors over assets owned by them and leased to a third party, (ii) liens for taxes, assessments or other governmental charges that are not due and payable or that may be paid without penalty, or that are being contested in good faith by appropriate proceedings, and which appropriate reserves have been established in accordance with GAAP, and which are included in the calculation of working capital, and (iii) easements, covenants, conditions, rights-of-way, leases, restrictions, encroachments and other similar charges and encumbrances or other minor non-monetary title defects that, individually and in aggregate, have not and would not reasonably be expected to materially interfere with the ordinary conduct of the Debtors' operation of the real property assets to which they relate and would not materially detract from the value of, impair the use of, or interfere with the real estate as currently used by the Debtors' business operations.</p> <p>The applicable beneficiary shall be entitled to receive payment from the Escrow Account subject to: (1) the Bankruptcy Court entering orders authorizing the Debtors to retain such counsel and financial advisor, as applicable; (2) approval by the Bankruptcy Court of any fees, expenses, and costs of the Debtors' counsel and financial advisor, as applicable; and the presentment by the applicable beneficiary or its designee of a draw notice that certifies the satisfaction of each of the preceding conditions and that the fees requested by the applicable beneficiary is consistent with the Approved Budget. Notwithstanding anything to the contrary in this paragraph, Ms. LaPuma shall be entitled to payment from the Escrow Account as provided in that certain letter agreement dated September 26, 2024.</p> <p>If an Event of Default occurs after the funding of the Initial Draw or if the DIP Facility is terminated after the funding of the Initial Draw, then, the NOLA DIP Lender shall be entitled to all funds remaining in the Escrow Account after an amount equal to the fees, costs, and expenses of the Debtors' counsel, the Debtors' financial advisor, the Debtors' notice and claims agent, and Ms. LaPuma as independent fiduciary as of the date of any such Event of Default or termination of the DIP Facility, as applicable, to the extent provided in the Approved Budget.</p> <p>The NOLA DIP Lender shall be a beneficiary and party to the Escrow Account's escrow agreement to permit the NOLA DIP Lender to</p>
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	enforce its right to the residual funds, subject to the terms of this Term Sheet and the Interim Order.
<u>Separate Cash Accounts</u>	<p>Other than the proceeds of the DIP Facility transferred to the Escrow Account, the proceeds of the DIP Facility and all other cash from operation of the NOLA Debtors and the NOLA Properties during the period in which the DIP Facility is in place shall be maintained in one or more segregated accounts over which the NOLA DIP Lender shall have a lien as described below.</p> <p>Following entry of the Interim Order, Debtors shall establish (i) restricted lockbox accounts at a bank acceptable to and for the benefit of NOLA DIP Lender whereby all revenue generated from the NOLA Properties shall be paid directly (the “Clearing Account”) (for the avoidance of doubt, any prepetition unpaid HUD rent monies owed to the NOLA Debtors shall be deposited into the Clearing Account and subject to the super-priority liens of the NOLA DIP Lender and remain collateral of the NOLA DIP Lender), and (ii) an account controlled by NOLA DIP Lender whereby funds in the Clearing Account shall be swept monthly into (the “Cash Management Account”). All funds in the Cash Management Account shall be applied by the NOLA DIP Lender to payments of debt service, required reserves, approved operating expenses and other items required under the Approved Budget and the remaining cash flow (the “Excess Cash Flow”) shall be deposited in an account over which the NOLA DIP Lender shall have a lien (the “Excess Cash Flow Reserve”) as additional collateral for the DIP Loan.</p> <p>All NOLA Debtor accounts shall be collaterally assigned to the NOLA DIP Lender and the respective bank shall deliver a deposit account control agreement with respect to the Escrow Account, Clearing Account and Debtors’ operating account, each such agreement to be in form and substance reasonably acceptable to the NOLA DIP Lender.</p>
<u>Payments</u>	All interest shall compound monthly, and be calculated on an actual/360 basis. The accrual period shall run from the first day of the month preceding the payment date through and including the last day of the month in which the payment date occurs. The monthly payment shall be payable on the first day of the month. The DIP Loan (and all amounts due thereon) shall be due and payable in full on the Maturity Date.
<u>Interest Rate</u>	Interest shall accrue on the outstanding principal balance at a per annum fixed rate of 18%, which shall be paid as follows: (a) 12% paid in cash; plus (b) 6% paid in kind.
<u>Default Rate</u>	Maximum allowed by applicable law, or as otherwise set by the Loan Documents.
<u>Origination Fee</u>	3.0% of the DIP Facility, which fee is deemed fully earned, due and payable at Closing.

<p><u>Servicer</u></p>	<p>The NOLA DIP Lender shall have the right to appoint an agent or a servicer, which may be an affiliate of the NOLA DIP Lender, of the DIP Facility. The servicer’s fee (the “Servicing Fee”) shall be not greater than \$1,000 per month and shall be payable by the Debtors to the NOLA DIP Lender monthly in equal installments.</p>
<p><u>Maturity Date</u></p>	<p>The maturity date (“Maturity Date”) shall be the earliest to occur of (i) October 30, 2025; (ii) the closing date following entry of one or more final orders approving the NOLA Restructuring Transaction; (iii) the acceleration of any outstanding DIP Loan following the occurrence of an Event of Default; (iv) the filing of a plan which is inconsistent with terms of this Term Sheet of the DIP Loan Documents; or (v) entry of an order by the Bankruptcy Court in the Chapter 11 Cases either (a) dismissing the Chapter 11 Cases or converting one or more Chapter 11 Cases to Chapter 7 of the Bankruptcy Code, (b) the Bankruptcy Court does not authorize or approve the DIP Facility Liens, or (c) appointing a Chapter 11 trustee or an examiner with enlarged powers relating to the operation of the business of the Debtors (<i>i.e.</i>, powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code), in each case without the consent of the NOLA DIP Lender; <i>provided, however</i>, that to the extent that the Debtors effectuate a NOLA Restructuring Transaction as a sale under section 363 of the Bankruptcy Code, rather than under the Chapter 11 Plan, the Maturity Date shall be abated pending confirmation of the Chapter 11 Plan and consummation of the Chapter 11 Plan. All amounts outstanding under the DIP Facility shall be due and payable in full, and the DIP Commitments thereunder shall terminate on the Maturity Date.</p>
<p><u>Anticipated Closing Dates</u></p>	<p>Subject to the Conditions Precedent to Closing and other terms set forth in this Term Sheet or the DIP Loan Documents, the parties shall use their commercially reasonable efforts to facilitate the closing under the Interim Order for the Interim DIP Facility Amount to occur on or prior to 3 business day after the entry of the Interim Order (the “Interim Closing Date”), and the closing under the Final Order for the Additional Final DIP Facility Amount to occur on the first business day the Final Order has been in full force and effect for at least fifteen (15) days, and not have been or be subject to being appealed, reversed, modified, amended, stayed, vacated or subject to a stay, in the case of any modification, amendment or stay pending appeal, in a manner, or relating to a matter, that is or may be materially adverse to the interests of the NOLA DIP Lender, <i>provided however</i>, in the event of a waiver of the stay period set forth in Federal Bankruptcy Rule 8002(a)(1), the NOLA DIP Lender, may, in their sole discretion, agree to close prior to the fifteenth day following entry of the Final Order (such applicable date, the “Final Closing Date”, together with the Interim Closing Date, the “Closing Dates”, and each a “Closing Date”).</p>
<p><u>Use of DIP Loan Proceeds</u></p>	<p>The Debtors will use the proceeds of the Interim DIP Facility Amount and the Additional Final DIP Facility Amount in accordance with</p>

Exhibit B (the “**Sources and Uses**”) and the Approved Budget. As detailed on the Sources and Uses, the Debtors will use the Interim DIP Facility Amount to fund amounts for rehabilitation, capital expenditures, ordinary course operating expenses (including any expenses related to bring units back online and critical/life safety issues at the property), including, without limitation, any payments authorized to be made under “first day” or “second day” orders, and payments related to the working capital and other general corporate purposes of the Debtors, including the payment of professional fees and expenses, and, in each case, consistent with, subject to, and within the categories and limitations contained in, the Approved Budget (collectively, the “**Permitted Uses**”).

No portion of the proceeds under the DIP Facility or any cash collateral subject to the liens of the NOLA DIP Lender may be utilized for the payment of professional fees and disbursements incurred in connection with any litigation or investigation that is commenced to challenge (i) the amount, extent, priority, validity, perfection or enforcement of the indebtedness of the Debtors owing to the NOLA DIP Lender (including, without limitation, the amount, extent, priority, validity, perfection or enforcement of any prepetition indebtedness owed to a NOLA DIP Lender), or (ii) liens or security interests in the collateral securing such indebtedness, including challenges to the perfection, priority or validity of the liens granted in favor of the NOLA DIP Lender with respect thereto (including, without limitation, the perfection, priority or validity of any prepetition liens granted in favor of a NOLA DIP Lender).

The DIP Orders shall provide that each Debtor shall not knowingly transfer any of such Debtor’s property and/or cash or other proceeds of the DIP Facility to Mark Silber (“**Silber**”); Frederick Schulman (“**Schulman**”); any professional, attorney, representative, or other agent of Silber, Schulman, or any “relative” (as such term is defined under section 101(45) of the Bankruptcy Code) of either Silber or Schulman; or any “entity” (as such term is defined under section 101(15) of the Bankruptcy Code) that is owned or controlled by Silber, Schulman, or any affiliate” (as such term is defined under section 101(2) of the Bankruptcy Code) of either Silber or Schulman.

As soon as reasonably practicable following entry of the DIP Order, the Debtors shall cause the CRO or any other counsel or advisor engaged by or on behalf of the Debtors to provide any information reasonably requested by the United States of America regarding: (a) the projected uses of the DIP Facility (including any payments or other transfer to any Debtor or any non-Debtor affiliate); or (b) any potential violation of federal criminal law involving Silber or Schulman.

Notwithstanding anything to the contrary in the DIP Orders, or the DIP Loan Documents, the foregoing shall not prohibit, restrict, or otherwise affect (or be deemed to prohibit, restrict, or otherwise affect) the Debtors from making any payment or other transfer contemplated by the Approved Budget or that is otherwise approved by the Bankruptcy

	<p>Court after notice and a hearing (in all cases subject to NOLA DIP Lender’s consent and the limitations provide in the Approved Budget), including, without limitation: (a) any payment or other transfer by the Debtors to or on behalf of any professional person retained by (or proposed to be retained by the Debtors or any non-debtor affiliate), including, without limitation, White & Case LLP (in its capacity as counsel to the Debtors and certain non-debtor affiliates), IslandDundon (in its capacity as financial advisor to the Debtors an certain non-debtor affiliates), or Verita Global (in its capacity as noticing and claims agent to the Debtors); (b) Elizabeth A. LaPuma (in her capacity as independent fiduciary); (c) the United States Trustee; or (d) the NOLA DIP Lender or any affiliate thereof, including counsel to the NOLA DIP Lender.</p>
<p><u>Approved Budget</u></p>	<p>“Approved Budget” shall mean the rolling consolidated 13-week cash flow and financial projections of the Debtors covering the period ending on October 30, 2025, and itemizing on a weekly basis all uses, and anticipated uses, of the DIP Facility, revenues or other payments projected to be received and all expenditures proposed to be made during such period, which shall at all times be in form and substance reasonably satisfactory to the NOLA DIP Lender, which Approved Budget may be amended only with the consent of the NOLA DIP Lender. The Approved Budget shall be agreed by the NOLA DIP Lender and NOLA DIP Loan Parties, in a form consistent with the Sources and Uses appended as <u>Exhibit B</u> of this Term Sheet.</p>
<p><u>Budget – Permitted Variance</u></p>	<p>The Debtors shall not make or commit to make any payments other than those identified in the Approved Budget. The Debtors shall not permit aggregate expenditures under the Approved Budget to exceed one hundred and fifteen percent (115%) of the total budgeted expenses or aggregate cash receipts under the Approved Budget to be less than eighty-five percent (85%) of the total budgeted cash receipts, in each case calculated on a rolling two-week basis commencing as of the Petition Date, with the first such testing to begin two weeks after the Petition Date; <i>provided</i> that the cash disbursements considered for determining compliance with this covenant shall exclude disbursements in respect of (x) the NOLA DIP Lender’s expenses and professional fees and (y) payments made to vendors that qualify as “Critical Vendors” and are approved by the NOLA DIP Lender and interest due under the existing mortgage.</p>
<p><u>Reporting and Information</u></p>	<p>After entry of the Interim Order, the Debtors shall:</p> <ol style="list-style-type: none"> i. provide to the NOLA DIP Lender, as soon as available but no later than 5:00 p.m. Eastern Time on the last Friday of the rolling two-week period, a budget variance and reconciliation report setting forth: (i) a comparative reconciliation, on a line-by-line basis, of actual cash receipts and disbursements against the cash receipts and disbursements forecast in the Approved Budget, and (ii) the percentage variance of the aggregate receipts and aggregate disbursements, for (A) the

	<p>rolling two-week period ended on (and including) the last Sunday of the two-week reporting period and (B) the cumulative period to date, (iii) projections for the following nine weeks, including a rolling cash receipts and disbursements forecast for such period and (iv) such other information requested from time to time by the NOLA DIP Lender;</p> <p>ii. provide to the NOLA DIP Lender or its counsel or advisors (i) (a) usual and customary financial reporting based on the Debtors’ prior practice, taking into account the debtor-in-possession status of the Debtors, (b) prompt delivery (email shall suffice) to the NOLA DIP Lender, and in any event within 5 business days after receipt thereof by any Debtor, copies of each notice or other correspondence received from any federal or state authority or agency of the United States (or comparable state authority or agency in any applicable non-U.S. jurisdiction) concerning the NOLA Properties, any investigation or possible investigation or other inquiry by such department or agency regarding financial or other operational results or activities of any Debtor, and (c) upon request of the NOLA DIP Lender, prompt delivery (email shall suffice) of copies of any detailed audit reports, management letters, or recommendations submitted to the independent director or CRO of any Debtor by independent accountants in connection with the books or accounts of any Debtor; and</p> <p>iii. weekly updates on the uses of capital expenditures on the NOLA Properties and any sale process (including, without limitation, full copies of any preliminary and final bids received).</p>
<p><u>Treatment of Existing Lynd Service Agreements</u></p>	<p>The NOLA Debtors shall treat the existing property management and asset management agreements in a manner reasonably acceptable to the NOLA DIP Lender.</p>
<p><u>Bankruptcy Milestones</u></p>	<p>The DIP Facility shall include the following milestones:</p> <ul style="list-style-type: none"> • Not later than May 30, 2025, the Bankruptcy Court shall have entered the Interim Order; • The Bankruptcy Court shall have entered the Final Order no later than June 30, 2025; • The Debtors shall have filed the Chapter 11 Plan and the Disclosure Statement no later than 90 days after the Petition Date (<i>i.e.</i>, August 17, 2025); • The Bankruptcy Court shall have entered an order approving the Disclosure Statement and an order approving the NOLA

	<p>Restructuring Transaction no later than 120 days after the Petition Date (<i>i.e.</i>, September 16, 2025);</p> <ul style="list-style-type: none"> • The Bankruptcy Court shall have entered an order confirming the Chapter 11 Plan no later than 165 days after the Petition Date (<i>i.e.</i>, October 31, 2025); and • The Debtors shall have closed the NOLA Restructuring Transaction and the effective date of the Chapter 11 Plan shall have occurred within 15 days of confirmation of the Chapter 11 Plan. <p>Notwithstanding anything to the contrary herein and in all events subject to the NOLA DIP Lender’s conversion option as set forth herein, the Debtors shall have the right to solicit proposals for the Debtors’ assets and, subject to approval by the Bankruptcy Court, to sell the Debtors’ assets to a potential acquirer other than the NOLA DIP Lender, <i>provided</i> that the Debtors shall be required to satisfy the DIP Facility in full in cash as provided herein unless the NOLA DIP Lender otherwise agrees in writing.</p>
<p><u>Rights to Credit Bid</u></p>	<p>The NOLA DIP Lender shall have the right to credit bid the full amount of the DIP Loan in any sale under section 363 of the Bankruptcy Code or the Chapter 11 Plan, which purchase shall include the right of the NOLA DIP Lender to request that the NOLA Debtors assume the HAP Contract and assign the HAP Contract to the NOLA DIP Lender (subject to HUD approval).</p>
<p><u>Conversion Option</u></p>	<p>In connection with the Chapter 11 Cases, the Debtors shall seek to sell the assets of, capitalize, or reorganize the NOLA Debtors (the “NOLA Restructuring Transaction”).</p> <p>The Debtors may seek to effectuate a NOLA Restructuring Transaction under section 363 of the Bankruptcy Code or under the Chapter 11 Plan. The Debtors shall agree with the NOLA DIP Lender that no motion under section 363 of the Bankruptcy Code or under a Chapter 11 Plan shall be filed until thirty (30) days after the petition date. In such a sale, the NOLA DIP Lender shall have the right, exercisable in its sole discretion, to assign its right to credit bid the obligations under the DIP Facility to a designee, including an affiliate of the NOLA DIP Lender, in each case, on terms acceptable to the Debtors and the NOLA DIP Lender and subject to approval by the Bankruptcy Court.</p> <p>To the extent that a NOLA Restructuring Transaction does not occur prior to confirmation of the Chapter 11 Plan, the Debtors may, with the NOLA DIP Lender’s consent, effectuate a NOLA Restructuring Transaction under the Chapter 11 Plan.</p> <p>To the extent that the NOLA DIP Lender sponsors the NOLA Restructuring Transaction (as an asset acquirer, plan sponsor, or other similar capacity), the Debtors may, subject to approval by the Bankruptcy Court as part of confirmation of the Chapter 11 Plan or otherwise, provide, as part of the NOLA Restructuring Transaction for the option, exercisable at the NOLA DIP Lender’s sole discretion, to</p>

	<p>convert all or a portion of the outstanding principal amount of the DIP Loan, including any accrued but unpaid interest, into shares of a newly created series of preferred equity in any applicable Debtor, in a manner acceptable to the Debtors and the NOLA DIP Lender.</p> <p>In the event any portion of the NOLA DIP Lender’s debt is converted into any form of equity of a Debtor or non-Debtor affiliate under the Chapter 11 Plan (<i>i.e.</i>, common shares or preferred shares), the Debtors, subject to approval by the Bankruptcy Court, shall identify the NOLA DIP Lender as the general partner/managing member of such entity.</p>
<p><u>Prepayments</u></p>	<p>Notwithstanding any prepayment of the DIP Loan, the Debtors shall be obligated to pay a minimum amount of standard interest (<i>i.e.</i>, non-default interest or fees) equal to three (3) months of interest on the full principal amount of the DIP Loan (the “Minimum Interest”). If the DIP Loan is repaid in whole or in part prior to the date that is three (3) months from the Interim Closing Date, the Debtor shall, on the date of such repayment, pay to the NOLA DIP Lender the amount of standard interest that would have accrued on the amount repaid through the end of such three-month period, less any interest previously paid with respect to such amount.</p>
<p><u>Mandatory Prepayments</u></p>	<p>Except as otherwise provided in the Approved Budget, mandatory repayments of any draws under the DIP Facility shall be required in an amount equal to (i) 100% of the net sale proceeds from non-ordinary course asset sales of the Collateral (including, without limitation, a sale of all or substantially all of the Debtors’ assets), (ii) 100% of the proceeds of the incurrence of any indebtedness other than in the ordinary course of business, (iii) 100% of the proceeds of Estate Litigation Assets, (iv) 100% of insurance proceeds received by the Debtors (only in the event that such receipt is an extraordinary receipt that exceeds \$250,000), and (v) any condemnation proceeds received by the Debtors.</p>
<p><u>Security/Priority</u></p>	<p>Subject to the Carve-Out, all amounts owing by the NOLA DIP Loan Parties to the NOLA DIP Lender under the DIP Facility shall be joint and several as to each NOLA DIP Loan Party and (a) will be entitled to superpriority claim status pursuant to section 364(c)(1) of the Bankruptcy Code with priority over any or all administrative expense claims of every kind and nature whatsoever, and (b) will be secured by a perfected senior security interests.</p> <p>The relative priority of all amounts owed under the DIP Facility will be subject only to a carve-out for (collectively, the “Carve-Out”):</p> <ul style="list-style-type: none"> (i) the costs and administrative expenses permitted to be incurred by any Chapter 7 trustee under section 726(b) of the Bankruptcy Code pursuant to an order of the Bankruptcy Court following any conversion of the Chapter 11 Cases pursuant to section 1112 of the Bankruptcy Code in an amount not to exceed \$25,000;

	<p>(ii) the amount equal to: (a) the cash held in the Escrow Account with respect to any fees and expenses incurred by the Debtors’ independent fiduciary, the Debtors’ counsel, and the Debtors’ financial advisor prior to an Event of Default in an amount not to exceed the amount set forth in the Approved Budget, whether or not such fees, expenses, and costs have been approved by the Bankruptcy Court as of such date, plus (b) up to \$150,000 in the aggregate to pay any allowed fees, expenses, and costs incurred by the Debtors’ independent fiduciary, counsel, financial adviser, and notice and claims agent following occurrence of an Event of Default;); and</p> <p>(iii) the payment of fees pursuant to 28 U.S.C. § 1930.</p> <p>Nothing herein shall be construed as impairing the ability of any party in interest to object to any fees and expenses of a professional in the Chapter 11 Cases.</p> <p>All of the liens described herein shall be effective and perfected as of the entry of any DIP Order and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements.</p>
<p><u>Collateral</u></p>	<p>Subject to the Carve-Out, all amounts owing by the NOLA DIP Loan Parties under the DIP Facility in respect thereof will be secured by a first priority perfected security interest in and lien on (the “DIP Facility Liens”) all assets (tangible, intangible, real, personal and mixed) of the NOLA DIP Loan Parties, whether now owned or hereafter acquired, including, without limitation, deposit and other accounts, inventory, equipment, receivables, capital stock or other ownership interest in subsidiaries, investment property, instruments, chattel paper, real estate, leasehold interests, contracts, patents, copyrights, trademarks, and other general intangibles, including, without limitation, (1) any collateral granted in respect of the NOLA Debtors’ existing loan agreements (with the consent of the NOLA DIP Lender for the NOLA Debtors in its capacity as prepetition lender), (2) subject to entry of the Final Order, any proceeds of the Estate Litigation Assets, (3) subject to entry of the Final Order, a replacement lien in tangible, intangible, real, personal and mixed property of an entity, other than a NOLA Debtor, that the NOLA Debtors and the NOLA DIP Lender identify to collateralize the NOLA Debtors’ obligations with respect to the CKD Prepetition Junior Lien; and (4) with respect to each of the foregoing, all products and proceeds thereof (collectively, the “Collateral”).</p>
<p><u>Litigation Trust Matters</u></p>	<p>“Estate Litigation Assets” means any claims or causes of action, including claims or causes of action under chapter 5 of the Bankruptcy Code or applicable non-bankruptcy law, held by the Debtors or their estates and the proceeds thereof, other than any such claims or causes of action against any DIP Lender Released Party. For the avoidance of any doubt, the Estate Litigation Assets shall include any claim or</p>

	<p>cause of action, including any claim or cause of action under chapter 5 of the Bankruptcy Code or applicable non-bankruptcy law, held by the Debtors or their estates and the proceeds thereof against Moshe (Mark) Silber, Frederick Schulman, Piper Sandler & Co., and any other current or former insiders of the Debtors.¹</p> <p>“Litigation Trust Fund Amount” means an amount equal to \$250,000 of the proceeds of the DIP Facility pursuant to the Interim DIP Facility Amount, plus \$750,000 of the proceeds of the DIP Facility pursuant to the Additional Final DIP Facility Amount, which amount shall be reserved to fund the hard costs of the investigation, development, and prosecution of the Estate Litigation Assets. To the extent additional funds are sought to fund the hard costs of the investigation, development, and prosecution of the Estate Litigation Assets, the NOLA DIP Lender shall be entitled to submit a proposal to provide financing to the Debtors with respect to the Estate Litigation Assets, and the Debtors shall consider any such proposal in good faith. The Debtors shall, and shall cause their professionals to provide, reasonable information and updates if requested by the NOLA DIP Lender regarding the Debtors’ efforts to obtain any financing with respect to the Estate Litigation Assets.</p> <p>Subject to the DIP Facility Liens, the Debtors may either retain or transfer to a trust or other entity established under the Chapter 11 Plan (the “Litigation Trust”) the Estate Litigation Assets and cash in an amount equal to the Litigation Trust Funding Amount. The NOLA DIP Lender shall have no right to receive any recovery or other distribution from the Litigation Trust, which shall be established for the benefit of the Debtors’ general unsecured creditors.</p> <p>Notwithstanding anything in this Term Sheet to the contrary, and for the avoidance of any doubt, as material consideration for the NOLA DIP Lender’s commitment to provide the DIP Facility as provided under this Term Sheet, the Debtors and the NOLA DIP Lender agree that:</p> <ul style="list-style-type: none">• the Debtors will transfer the Estate Litigation Assets to the Litigation Trust;• the Estate Litigation Assets shall not include any DIP Lender Released Claims;• the Debtors shall not transfer or seek to transfer any DIP Lender Released Claims to the Litigation Trust; and• the DIP Lender Released Claims shall constitute and remain the NOLA DIP Lender’s Collateral for purposes of the DIP
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¹ For the avoidance of doubt, so long as the DIP Facility remains outstanding, the Estate Litigation Assets and the DIP Lender Litigation Claims shall not include any claims or causes of action against the NOLA DIP Lender (or any related parties), Elizabeth A. LaPuma, in her capacity as the Debtors’ independent fiduciary, the Debtors’ counsel, the Debtors’ financial advisor, or the Debtors’ notice and claims agent.

	<p>Facility until the DIP Lender Released Claims are fully released.</p>
<p><u>Stipulations</u></p>	<p>The NOLA DIP Loan Parties shall stipulate to:</p> <ul style="list-style-type: none"> i. the amount, validity, priority, and perfection of the indebtedness of Debtor RH Lakewind East LLC, Debtor RH Copper Creek LLC, and Debtor RH Windrun LLC due to CKD Funding under its prepetition loans (the “CKD Funding Prepetition First Lien Loans”) evidenced by a Non-Revolving Commercial Line of Credit Note dated July 8, 2024 in the principal amount of up to \$10 million and secured by a Multiple Indebtedness Mortgage, Pledge of Leases and Rents and Security Agreement dated July 8, 2024 (the “CKD Funding Prepetition First Liens”) ii. the amount, validity, priority, and perfection of the indebtedness of Debtor RH Chenault Creek LLC due to DH1 under its prepetition loans evidenced by (a) an Amended and Restated Secured Promissory Note dated as of March 12, 2024 in the principal amount of \$4,060,875.87, and Assignment of Amended and Restated Secured Promissory Note and Mortgage, Pledge of Leases and Rents, and Security Agreement, and Allonge to Amended and Restated Secured Promissory Note dated September 6, 2024, and (b) a Non-Revolving Commercial Line of Credit Note dated as of April 4, 2024 in the principal amount of \$7,500,000.00 (the “DH1 Prepetition First Lien Loans”, and together with the CKD Prepetition First Lien Loans, collectively, the “Prepetition First Lien Loans”), each of which secured by (a) a Mortgage, Pledge of Leases and Rents, and Security Agreement dated March 13, 2024, and (b) a Multiple Indebtedness Mortgage, Pledge of Lease and Rents and Security Agreement dated as of April 4, 2024 (the “DH1 Prepetition First Liens”, and together with the CKD Prepetition First Liens, collectively, the “Prepetition First Liens”) iii. the validity, priority, and perfection of the mortgage on the NOLA Properties granted to CKD Penn pursuant to a Multiple Indebtedness Mortgage, Pledge of Leases and rents and Security Agreement dated August 16, 2024 (the “CKD Prepetition Junior Lien”). iv. subject to the Final Order, the Debtors and their estates have no valid claims or causes of action, including any claims under chapter 5 of the Bankruptcy Code or applicable non-bankruptcy law, against the NOLA DIP Lenders or any related parties.

<p><u>Release by the Debtors of the DIP Lender Released Parties</u></p>	<p>Pursuant to the Final Order and the Chapter 11 Plan, the Debtors and their estates, and the Litigation Trust, as applicable, will (subject to a customary challenge period) make customary stipulations as to the extent of the amount, validity, and priority of the DIP fully release any and all claims or causes of action, including claims or causes of action under chapter 5 of the Bankruptcy Code or applicable non-bankruptcy law and any claims or causes of action with respect to the Roll-Up Term Loans, held by the Debtors or their estates against any DIP Lender Released Party, including any successors or assigns and related parties (the “DIP Lender Released Claims”); <i>provided, however</i>, that the Debtors and their estates shall not release, nor be deemed to release, any DIP Lender Released Party, with respect to any losses, claims, damages, liabilities or expenses that a court of competent jurisdiction determined by a final, non-appealable order to have resulted from the gross negligence, bad faith or willful misconduct of such DIP Lender Released Party.</p>
<p><u>Conditions Precedent to the Closing</u></p>	<p>The obligations of the NOLA DIP Lender to consummate the transactions contemplated herein and to make the DIP Facility available to the Debtors are subject to the satisfaction, in each case in the sole judgment of the NOLA DIP Lender, of the following:</p> <ul style="list-style-type: none"> • The Debtors shall have paid all fees and expenses (including reasonable fees and out-of-pocket expenses of counsel) of the NOLA DIP Lender on or before each of the Closing Dates; • For any advance after the Initial Draw, the Debtors shall have caused the Bankruptcy Court to enter the Final Order.; • For the Interim Closing Date, the Interim Order shall be in full force and effect, and shall not have been appealed, reversed, modified, amended, stayed for a period of three (3) business days or longer, vacated or subject to a stay pending appeal, in the case of any modification, amendment or stay pending appeal, in a manner, or relating to a matter, that is or may be materially adverse to the interests of the NOLA DIP Lender; • For the Final Closing Date, the Final Order shall be in full force and effect for at least fifteen (15) days, and shall not have been or be subject to being appealed, reversed, modified, amended, stayed, vacated or subject to a stay, in the case of any modification, amendment or stay pending appeal, in a manner, or relating to a matter, that is or may be materially adverse to the interests of the NOLA DIP Lender. If the Debtors seek and obtain a waiver of the fourteen-day stay period set forth in Federal Bankruptcy Rule 8002(a)(1), the NOLA DIP Lender, in its sole discretion, may proceed to close prior to the fifteenth day period set forth in the prior sentence; • The NOLA DIP Lender shall have received and approved the Approved Budget; and


	<ul style="list-style-type: none"> The United States of America does not object to, or the Bankruptcy Court overrules an objection to, approval of the DIP Facility.
<p><u>Representations and Warranties</u></p>	<p>The DIP Loan Documents will contain customary representations and warranties, including, but not limited to, corporate existence and good standing, authority to enter into and enforceability of loan documentation, validity of Interim Order, the Final Order, governmental approvals, non-violation of other material agreements (other than as a result of the commencement of the Chapter 11 Cases), financial statements, litigation, compliance with certain laws, taxes, and insurance.</p>
<p><u>Affirmative, Negative and Financial Covenants</u></p>	<p>The DIP Orders and DIP Loan Documents will include certain covenants, including, without limitation: (a) approval over the Approved Budget, (b) approval over all brokerage and management agreements, (c) approval of all leases that do not satisfy the approved leasing parameters set forth in the Loan Documents, (d) approval over the sale of any Collateral, and (d) single purpose entity restrictions.</p> <p>The DIP Orders and DIP Loan Documents will additionally covenant that the NOLA DIP Loan Parties will (a) not seek any additional debtor-in-possession, on a priming, pari-passu-or junior basis, without the prior consent of the NOLA DIP Lender, (b) oppose attempt by the United States of America to seize any Collateral, and (c) challenge the validity of any prepetition mortgage on the NOLA Properties granted to Cleveland International Fund-One University Circle Apartments, Ltd. (or any of its affiliates).</p>
<p><u>Events of Default</u></p>	<p>The DIP Orders will include events of default for (a) failure to make debt-service or other payments when due pursuant to the DIP Orders; (b) failure by the Debtors to make deposits into the reserves; (c) any action by the U.S. Department of Justice to initiate forfeiture proceedings against any asset owned either partially or entirely by any Debtor; (d) failure by the Debtors to make payments consistent with the Approved Budget; (e) failure by the Debtors to file and confirm the Chapter 11 Plan in accordance with the milestones set forth herein; (f) the confirmation of a chapter 11 plan inconsistent with this Term Sheet; and (g) filing a motion for the sale under section 363 of the Bankruptcy Code of the NOLA Properties that is inconsistent with this Term Sheet.</p>
<p><u>Bankruptcy Court Filings</u></p>	<p>As soon as practicable in advance of filing with the Bankruptcy Court, Debtors shall furnish to the NOLA DIP Lender (i) the motion seeking approval of and proposed form of the DIP Orders, which motion shall be in form and substance reasonably satisfactory to the NOLA DIP Lender; (ii) as applicable, any motions seeking approval of bidding procedures and any section 363 sale, and the proposed forms of orders related thereto, which shall be in form and substance reasonably satisfactory to the NOLA DIP Lender; and (iii) any motion and proposed form of order filed with the Bankruptcy Court relating to any</p>

	<p>management equity plan, incentive, retention or severance plan, and/or the assumption, rejection, modification or amendment of any material contract (each of which must be in form and substance reasonably satisfactory to the NOLA DIP Lender).</p>
<p><u>Indemnification and Release</u></p>	<p>The Debtors hereby agree to protect, defend, indemnify, release and hold harmless the NOLA DIP Lender and the NOLA DIP Lender’s affiliates, principals, affiliates, officers, employees, agents and other representatives (collectively, “DIP Lender Released Parties”) for, from and against any and all claims, suits, liabilities, losses, costs, expenses (including reasonable, out-of-pocket attorneys’ fees and costs) imposed upon or incurred by or asserted against any DIP Lender Released Party arising out of or relating to the Debtors (and any subsidiaries or affiliates), prior loans, mortgages, all avoidance actions under Title 11 of the U.S.C., this Term Sheet or the transactions contemplated thereby, except for those arising out of the willful misconduct or gross negligence of the NOLA DIP Lender as determined by a non-appealable court order. The foregoing indemnity shall include, without limitation, any costs and expenses incurred in the enforcement of any binding provisions of this Term Sheet.</p>
<p><u>Stalking Horse Purchase Agreement</u></p>	<p>The NOLA DIP Lender shall be entitled, but not required, subject to approval by the Bankruptcy Court, to enter into a stalking horse purchase agreement with respect to the NOLA Debtors’ assets under section 363 of the Bankruptcy Code.</p> <p>To the extent that the NOLA DIP Lender credit bids less than the full amount of the DIP Loan in any sale under section 363 of the Bankruptcy Code or the Chapter 11 Plan, the Debtors and the NOLA DIP Lender shall agree that any deficiency claim shall be treated as a deficiency claim afforded priority as a prepetition general unsecured claim and that any such deficiency claim shall be satisfied in a manner generally consistent with the treatment provided to, or provided with consideration of a form and in an amount generally consistent with the consideration provided to, general unsecured creditors.</p> <p>To the extent that the Debtors and the NOLA DIP Lender enter into an agreement for the NOLA DIP Lender to acquire the NOLA Debtors’ assets under section 363 of the Bankruptcy Code or the Chapter 11 Plan, the Debtors will seek approval of a reasonable stalking horse break-up fee of \$275,000, which fee shall be payable subject to approval of the Bankruptcy Court to the NOLA DIP Lender to compensate the NOLA DIP Lender for its stalking horse commitment to purchase the NOLA Properties and an expense reimbursement of up to \$150,000 for the out of pocket due diligence and professional expenses, among other costs, in connection with the purchase of such assets.</p>
<p><u>Fiduciary Duties</u></p>	<p>No term of this Term Sheet to the contrary, the Debtors shall have the right to take any action (or to refuse to take any action) to the extent that the Debtors determine that taking any such action (or declining to take any such action) is consistent with the Debtors’ fiduciary duties.</p>


<p><u>Confidentiality</u></p>	<p>Until the filing of the DIP motion (to which this Term Sheet will be attached), the Debtors will keep, and will instruct and cause their agents, advisors and legal counsel to keep, this Term Sheet and all negotiations with the NOLA DIP Lender strictly confidential and not disclose same to any third party, except as required by law, by the Bankruptcy Court or consented to by the NOLA DIP Lender; provided that the Debtors shall be permitted to disclose this Term Sheet to the Steering Committee of Noteholders represented by Faegre Drinker Biddle & Reath LLP. Debtors will disclose to the NOLA DIP Lender the names of any agents, advisors and legal counsel to whom this Term Sheet is provided, if any, and Debtors agree that it shall only disclose this Term Sheet only to those agents, advisors or legal counsel who have a need to know the contents hereof and who shall in each case be informed of the confidential nature of this document.</p>
<p><u>Miscellaneous</u></p>	<p>This Term Sheet shall be governed, construed and interpreted in accordance with the laws of the State of New York and any action brought regarding this Term Sheet must be brought in a state or federal court in New York, New York.</p>

IN WITNESS WHEREOF, the parties hereto have executed and agree to be bound by the terms set forth in this Term Sheet or caused the same to be executed by their respective duly authorized officers as of the day and year first above written.


DH1 HOLDINGS LLC:

By: 
Name: Aron Gittleston
Title: Authorized Representative

CKD FUNDING LLC:


By: 
Name: Aron Gittleston
Title: Authorized Representative

CKD INVESTORS PENN LLC:

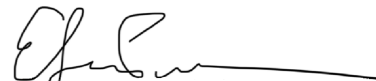
By: 
Name: Aron Gittleston
Title: Authorized Representative

DEBTORS:


CBRM REALTY INC.,
a New York corporation

By: 
Elizabeth LaPuma, Authorized Signatory


CROWN CAPITAL HOLDINGS, LLC.,
a Delaware limited liability company

By: 
Elizabeth LaPuma, Authorized Signatory

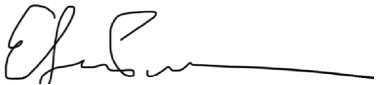
RH CHENAULT CREEK LLC,
a Delaware limited liability company

By: 
Elizabeth LaPuma, Authorized Signatory

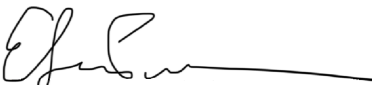
RH COPPER CREEK LLC,
a Delaware limited liability company

By: 
Elizabeth LaPuma, Authorized Signatory

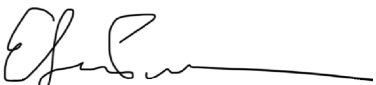
RH LAKEWIND EAST LLC,
a Delaware limited liability company

By: 
Elizabeth LaPuma, Authorized Signatory

RH WINDRUN LLC,
a Delaware limited liability company

By: 
Elizabeth LaPuma, Authorized Signatory

RH New Orleans Holding LLC,
a Delaware limited liability company

By: 
Elizabeth LaPuma, Authorized Signatory

RH New Orleans Holdings MM LLC,
a Delaware limited liability company

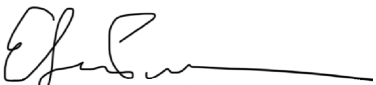
By: 
Elizabeth LaPuma, Authorized Signatory

EXHIBIT B – Sources and Uses

DIP Facility

Sources	
Nolo Interim	\$ 4,960,725.00
Uses	
Insurance	\$ 143,312.00
Taxes	\$ 1,039,865.00
CapEx	\$ 1,000,000.00
Working Capital / Excess Reserve	\$ 677,548.00
Litigation Trust	\$ 250,000.00
DIP Lender Fees	\$ 300,000.00
Prof. Fees	\$ 1,550,000.00
Current Pay Int. Reserve	\$ -
	\$ 4,960,725.00

Sources	
Nolo Final DIP	\$ 3,500,799.00
Uses	
Litigation Trust	\$ 750,000.00
CapEx	\$ 500,000.00
DIP Lender Fees	\$ 150,000.00
Working Capital Excess Reserve	\$ 650,799.00
Interest Reserve	\$ -
Prof. Fees	\$ 810,000.00
AP Critical Vendors	\$ 640,000.00
	\$ 3,500,799.00

Exhibit 2

Approved Budget

Crown Capital et al.

Week Beginning:	5/25/2025	6/1/2025	6/8/2025	6/15/2025	6/22/2025	6/29/2025	7/6/2025	7/13/2025	7/20/2025	7/27/2025	8/3/2025	8/10/2025	8/17/2025	Remaining 14 Week(s)	27 Week Total
Week Ending:	5/31/2025	6/7/2025	6/14/2025	6/21/2025	6/28/2025	7/5/2025	7/12/2025	7/19/2025	7/26/2025	8/2/2025	8/9/2025	8/16/2025	8/23/2025		
Week Number:	1	2	3	4	5	6	7	8	9	10	11	12	13		
Cash Flows															
Revenue Inflows															
Rental Income - Renter's Portion	--	\$313,272.3	\$313,272.3	--	--	--	\$313,272.3	\$313,272.3	--	--	\$313,272.3	\$313,272.3	--	\$1,879,634.0	\$3,759,268.1
Rental Income - Voucher	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Other Income	--	\$45,602.7	--	--	--	--	\$45,602.7	--	--	--	\$45,602.7	--	--	\$136,808.2	\$273,616.4
Interest Income	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Utilities Income	--	\$45,926.3	--	--	--	--	\$45,926.3	--	--	--	\$45,926.3	--	--	\$137,778.9	\$275,557.7
Total Revenue Inflows	--	\$404,801.4	\$313,272.3	--	--	--	\$404,801.4	\$313,272.3	--	--	\$404,801.4	\$313,272.3	--	\$2,154,221.1	\$4,308,442.2
Operating Outflows															
Insurance	--	--	--	--	(\$411,030.0)	--	--	--	--	--	--	--	--	(\$411,030.0)	(\$822,060.0)
Taxes	--	--	--	--	(\$140,115.0)	--	--	--	--	--	--	--	--	(\$140,115.0)	(\$280,230.0)
Utilities Expense	--	--	(\$117,549.7)	--	--	--	--	(\$117,549.7)	--	--	--	(\$117,549.7)	--	(\$352,649.1)	(\$705,298.3)
Payroll & Benefits	(\$61,694.3)	--	(\$61,694.3)	--	(\$61,694.3)	--	(\$61,694.3)	--	(\$61,694.3)	--	(\$61,694.3)	--	(\$61,694.3)	(\$431,860.2)	(\$863,720.5)
Administrative Expenses	(\$6,738.7)	(\$6,738.7)	(\$6,738.7)	(\$6,738.7)	(\$6,738.7)	(\$6,738.7)	(\$6,738.7)	(\$6,738.7)	(\$6,738.7)	(\$6,738.7)	(\$6,738.7)	(\$6,738.7)	(\$6,738.7)	(\$94,341.8)	(\$181,944.9)
Maintenance & Operating Expenses	(\$10,086.9)	(\$10,086.9)	(\$10,086.9)	(\$10,086.9)	(\$10,086.9)	(\$10,086.9)	(\$10,086.9)	(\$10,086.9)	(\$10,086.9)	(\$10,086.9)	(\$10,086.9)	(\$10,086.9)	(\$10,086.9)	(\$141,217.0)	(\$272,347.1)
Contract Services	(\$9,471.9)	(\$9,471.9)	(\$9,471.9)	(\$9,471.9)	(\$9,471.9)	(\$9,471.9)	(\$9,471.9)	(\$9,471.9)	(\$9,471.9)	(\$9,471.9)	(\$9,471.9)	(\$9,471.9)	(\$9,471.9)	(\$132,607.0)	(\$255,742.1)
Make Ready & Deco	(\$18,750.0)	--	(\$18,750.0)	--	(\$18,750.0)	--	(\$18,750.0)	--	(\$18,750.0)	--	(\$18,750.0)	--	(\$18,750.0)	(\$131,250.0)	(\$262,500.0)
Advertising & Promotional	(\$3,484.6)	(\$3,484.6)	(\$3,484.6)	(\$3,484.6)	(\$3,484.6)	(\$3,484.6)	(\$3,484.6)	(\$3,484.6)	(\$3,484.6)	(\$3,484.6)	(\$3,484.6)	(\$3,484.6)	(\$3,484.6)	(\$48,784.5)	(\$94,084.5)
Professional Expenses	(\$3,000.0)	--	--	--	--	(\$3,000.0)	--	--	--	(\$3,000.0)	--	--	--	(\$9,000.0)	(\$18,000.0)
Financial Expense	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Total Operating Outflows	(\$113,226.5)	(\$29,782.2)	(\$227,776.2)	(\$29,782.2)	(\$661,371.5)	(\$32,782.2)	(\$110,226.5)	(\$147,331.9)	(\$110,226.5)	(\$32,782.2)	(\$110,226.5)	(\$147,331.9)	(\$110,226.5)	(\$1,892,854.8)	(\$3,755,927.3)
Real Estate Management Fees															
Management Fees	(\$21,589.3)	--	--	--	--	(\$21,589.3)	--	--	--	(\$21,589.3)	--	--	--	(\$64,767.8)	(\$129,535.5)
Asset Management Fee	(\$16,000.0)	--	--	--	--	(\$16,000.0)	--	--	--	(\$16,000.0)	--	--	--	(\$48,000.0)	(\$96,000.0)
Total Real Estate Management Fees	(\$37,589.3)	--	--	--	--	(\$37,589.3)	--	--	--	(\$37,589.3)	--	--	--	(\$112,767.8)	(\$225,535.5)
Net Operating Cash Flow	(\$150,815.7)	\$375,019.2	\$85,496.1	(\$29,782.2)	(\$661,371.5)	(\$70,371.4)	\$294,574.9	\$165,940.5	(\$110,226.5)	(\$70,371.4)	\$294,574.9	\$165,940.5	(\$110,226.5)	\$148,598.6	\$326,979.4

Crown Capital et al.

Week Beginning:	5/25/2025	6/1/2025	6/8/2025	6/15/2025	6/22/2025	6/29/2025	7/6/2025	7/13/2025	7/20/2025	7/27/2025	8/3/2025	8/10/2025	8/17/2025	Remaining 14 Week(s)	27 Week Total
Week Ending:	5/31/2025	6/7/2025	6/14/2025	6/21/2025	6/28/2025	7/5/2025	7/12/2025	7/19/2025	7/26/2025	8/2/2025	8/9/2025	8/16/2025	8/23/2025		
Week Number:	1	2	3	4	5	6	7	8	9	10	11	12	13		
Sources and Liquidity															
Operating Cash (Properties)															
BOP Balance	--	--	\$375,019.2	\$460,515.3	\$430,733.2	(\$19,124.5)	\$0.0	\$294,574.9	\$460,515.3	\$350,288.8	\$279,917.4	\$574,492.3	\$740,432.8	--	--
Starting Cash	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Net Cash Flow	--	\$375,019.2	\$85,496.1	(\$29,782.2)	(\$430,733.2)	\$19,124.5	\$294,574.9	\$165,940.5	(\$110,226.5)	(\$70,371.4)	\$294,574.9	\$165,940.5	(\$110,226.5)	\$262,834.8	\$912,165.5
UST Fees	--	--	--	--	(\$19,124.5)	--	--	--	--	--	--	--	--	(\$12,681.1)	(\$31,805.6)
EOP Cash Balance	--	\$375,019.2	\$460,515.3	\$430,733.2	(\$19,124.5)	\$0.0	\$294,574.9	\$460,515.3	\$350,288.8	\$279,917.4	\$574,492.3	\$740,432.8	\$630,206.3	\$250,153.7	\$880,360.0
<i>Deficit, Upstreamed from PropCos</i>	<i>(\$150,815.7)</i>	--	--	--	<i>(\$201,631.9)</i>	<i>(\$89,495.9)</i>	--	--	--	--	--	--	--	--	<i>(\$441,943.6)</i>
Corporate Liquidity															
BOP Balance	--	\$1,214,301.9	\$629,010.1	\$100,000.0	\$3,115,292.1	\$2,827,161.7	\$2,627,170.9	\$2,516,676.0	\$1,053,006.5	\$850,000.0	\$850,000.0	\$850,000.0	\$850,000.0	--	--
Starting Cash	\$100,000	--	--	--	--	--	--	--	--	--	--	--	--	--	\$100,000.0
DIP Facility Capacity	\$1,114,301.9	(\$585,291.8)	(\$529,010.1)	\$3,015,292.1	(\$288,130.4)	(\$199,990.8)	(\$110,494.9)	(\$1,463,669.5)	(\$203,006.5)	--	--	--	--	(\$750,000.0)	(\$0.0)
EOP Cash Balance	\$1,214,301.9	\$629,010.1	\$100,000.0	\$3,115,292.1	\$2,827,161.7	\$2,627,170.9	\$2,516,676.0	\$1,053,006.5	\$850,000.0	\$850,000.0	\$850,000.0	\$850,000.0	\$850,000.0	(\$750,000.0)	\$100,000.0
Restructuring and Turnaround Outflows															
Non-Recurring Outflows															
Debt Balance (Payoff)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Accounts Payable (Critical Vendors)	--	--	--	(\$640,000.0)	--	--	--	--	--	--	--	--	--	--	(\$640,000.0)
Capital Improvement and Rehab	(\$279,010.1)	(\$441,979.8)	(\$279,010.1)	(\$53,006.5)	(\$86,498.5)	(\$110,494.9)	(\$110,494.9)	(\$86,498.5)	(\$53,006.5)	--	--	--	--	--	(\$1,499,999.8)
Post-Petition Interest (Adequate Protection)	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Other Debits	(\$1,339,865.0)	(\$143,312.0)	(\$250,000.0)	--	--	--	--	--	(\$150,000.0)	--	--	--	--	(\$750,000.0)	(\$2,633,177.0)
Other Deficits and Reserves	(\$526,732.0)	--	--	--	--	--	--	(\$359,671.0)	--	--	--	--	--	--	(\$886,403.0)
Pre-Petition Administrative Expenses	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Post-Petition Administrative Expenses	(\$1,550,000.0)	--	--	--	--	--	--	(\$810,000.0)	--	--	--	--	--	--	(\$2,360,000.0)
Total Non-Recurring Outflows	(\$3,695,607.1)	(\$585,291.8)	(\$529,010.1)	(\$693,006.5)	(\$86,498.5)	(\$110,494.9)	(\$110,494.9)	(\$1,256,169.5)	(\$203,006.5)	--	--	--	--	(\$750,000.0)	(\$8,019,579.8)
Pre-Financing Net Cash Flow	(\$3,846,422.8)	(\$210,272.6)	(\$443,514.0)	(\$722,788.7)	(\$747,870.0)	(\$180,866.3)	\$184,080.0	(\$1,090,229.0)	(\$313,233.0)	(\$70,371.4)	\$294,574.9	\$165,940.5	(\$110,226.5)	(\$876,917.3)	(\$8,665,578.0)
Corporate Debt															
Pre-Petition Bridge / Post-Petition DIP Capacity															
BOP Balance	--	\$1,114,301.9	\$529,010.1	(\$0.0)	\$3,015,292.1	\$2,727,161.7	\$2,527,170.9	\$2,416,676.0	\$953,006.5	\$750,000.0	\$750,000.0	\$750,000.0	\$750,000.0	--	--
Bridge Funding	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Interim Funding	\$5,191,468.8	--	--	--	--	--	--	--	--	--	--	--	--	--	\$5,191,468.8
Final Funding	--	--	--	\$3,822,988.3	--	--	--	--	--	--	--	--	--	--	\$3,822,988.3
Origination Fee	(\$155,744.1)	--	--	(\$114,689.6)	--	--	--	--	--	--	--	--	--	--	(\$270,433.7)
Reserves	(\$75,000.0)	--	--	--	--	--	--	(\$207,500.0)	--	--	--	--	--	--	(\$282,500.0)
Outflows	(\$3,846,422.8)	(\$585,291.8)	(\$529,010.1)	(\$693,006.5)	(\$288,130.4)	(\$199,990.8)	(\$110,494.9)	(\$1,256,169.5)	(\$203,006.5)	--	--	--	--	(\$750,000.0)	(\$8,461,523.4)
Payoff	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
EOP Balance	\$1,114,301.9	\$529,010.1	(\$0.0)	\$3,015,292.1	\$2,727,161.7	\$2,527,170.9	\$2,416,676.0	\$953,006.5	\$750,000.0	\$750,000.0	\$750,000.0	\$750,000.0	\$750,000.0	(\$750,000.0)	--
Pre-Petition Bridge / Post-Petition DIP Balance															
BOP Balance	--	\$4,002,166.9	\$4,587,458.7	\$5,116,468.8	\$5,924,165.0	\$6,212,295.3	\$6,505,470.6	\$6,615,965.5	\$7,872,135.0	\$8,075,141.5	\$8,196,268.6	\$8,196,268.6	\$8,196,268.6	--	--
Fees and Expenses	\$155,744.1	--	--	\$114,689.6	--	--	--	--	--	--	--	--	--	--	\$270,433.7
Outflows	\$3,846,422.8	\$585,291.8	\$529,010.1	\$693,006.5	\$288,130.4	\$199,990.8	\$110,494.9	\$1,256,169.5	\$203,006.5	--	--	--	--	\$750,000.0	\$8,461,523.4
Accrual	--	--	--	--	--	\$93,184.4	--	--	--	\$121,127.1	--	--	--	\$270,401.0	\$484,712.5
Min. Interest / Prepayment / Yield Maint.	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Payoff	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
EOP Balance	\$4,002,166.9	\$4,587,458.7	\$5,116,468.8	\$5,924,165.0	\$6,212,295.3	\$6,505,470.6	\$6,615,965.5	\$7,872,135.0	\$8,075,141.5	\$8,196,268.6	\$8,196,268.6	\$8,196,268.6	\$8,196,268.6	(\$8,196,268.6)	--

Exhibit B

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY Caption in Compliance with D.N.J. LBR 9004-1
In re: CBRM Realty Inc. <i>et al.</i> , Debtors. ¹

Chapter 11
Case No. 25-15343 (MBK)
(Joint Administration Requested)

INTERIM ORDER
(I) AUTHORIZING THE DEBTORS TO
OBTAIN POSTPETITION FINANCING,
(II) GRANTING LIENS AND SUPERPRIORITY
ADMINISTRATIVE EXPENSE CLAIMS, (III) MODIFYING
THE AUTOMATIC STAY, AND (IV) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered 2 through ~~55~~57, 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 (1115), 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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Debtors: CBRM REALTY INC., *et al.*
Case No. 25-15343 (MBK)
Caption of Order: INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN
POSTPETITION FINANCING, (II) GRANTING LIENS AND
SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS,
(III) MODIFYING THE AUTOMATIC STAY, AND (IV) GRANTING
RELATED RELIEF

Upon the motion (the “**Motion**”)² of the debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (collectively, the “**Chapter 11 Cases**”), pursuant to sections 105, 361, 362, 363, 364, 503, 506(c), 507, and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (as amended, the “**Bankruptcy Code**”), rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rules 4001-1, 4001-3, 9013-1, 9013-2, 9013-3, 9013-4 and 9013-5 of the Bankruptcy Local Rules for the District of New Jersey (the “**Local Rules**”), seeking entry of this interim order (this “**Interim Order**”):

- i. authorizing RH Chenault Creek LLC, RH Windrun LLC, RH Copper Creek LLC, RH Lakewind East LLC (collectively, the “**NOLA Debtors**”), and Crown Capital Holdings, LLC (“**Crown**”, and together with the NOLA Debtors collectively, the “**Debtor Borrowers**,” and each individually, a “**Debtor Borrower**”), in their capacity as borrowers and as joint and several obligors, to obtain postpetition financing under a superpriority senior secured debtor in possession term loan credit facility (the “**DIP Facility**”), with an aggregate principal amount of up to \$17,422,728 (the “**DIP Facility Amount**”), comprised of
 - a. A superpriority senior secured multiple draw term loan credit facility in the principal amount of \$8,211,524 (the “**New Money Commitments**” and the term loans made thereunder, the “**New Money Loans**”), of which (x) \$4,960,725 shall be available upon entry of the Interim Order on the Interim Closing Date (the “**Interim DIP Facility Amount**”), and (y) \$3,500,799 shall be available upon entry of the order granting the Motion on a final basis (the “**Final Order**”) on the Final Closing Date (the “**Additional Final DIP Amount**”). Such funds made available as part of the New Money Loans shall be provided subject to the terms and conditions of this Interim Order and the Final Order, that certain financing term sheet attached hereto as **Exhibit 1** (the “**DIP Term Sheet**”), among

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or DIP Term Sheet, as applicable.

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Debtors: CBRM REALTY INC., *et al.*

Case No. 25-15343 (MBK)

Caption of Order: INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (III) MODIFYING THE AUTOMATIC STAY, AND (IV) GRANTING RELATED RELIEF

the Debtor Borrowers and DH1 Holdings LLC (“**DH1**”), CKD Funding LLC (“**CKD Funding**”) and CKD Investor Penn LLC (“**CKD Penn**”, and together with DH1 and CKD Funding, collectively, the “**NOLA DIP Lender**”);

- b. Roll-Up Loans. A superpriority term loan facility in the principal amount of \$8,961,204 (the “**Roll-Up Term Loans**”), of which (x) \$4,960,725 shall be deemed funded in accordance with clause (i) below upon entry of this Interim Order, and (y) \$4,000,479 shall be deemed funded in accordance with clause (ii) below, subject to the entry of and the terms of the Final Order, which Roll-Up Term Loans shall be deemed converted from an equal amount of Prepetition First Lien Loans (as defined below) into and exchanged for such Roll-Up Term Loans, in each case, at the times, and in accordance with the terms and conditions set forth in the DIP Term Sheet and the other DIP Loan Documents (as defined below) and as set forth below;
- (i) Upon entry of this Interim Order, concurrently with the making of the New Money Loans in the Interim DIP Amount as described above, \$4,960,725 in aggregate principal amount of Prepetition First Lien Loans (the “**Initial Rolled-Up Prepetition First Lien Loans**”) shall be deemed converted into and exchanged for Roll-Up Term Loans, and Roll-Up Term Loans in an aggregate principal amount of \$4,960,725 shall be deemed funded on the date of the Interim Order, without constituting a novation, and shall satisfy and discharge the Initial Rolled-Up Prepetition First Lien Loans. The Roll-Up Term Loans deemed funded on the date of this Interim Order shall be deemed to be made by DH1 and CKD Funding.
- (ii) On the date of the entry of the Final Order, concurrently with the making of the New Money Loans in the Additional Final DIP Amount as described above, \$4,000,479 in aggregate principal amount of remaining Prepetition First Lien Loans (the “**Remaining Prepetition First Lien Loans**”) shall be deemed converted into and exchanged for Roll-Up Term Loans, and Roll-Up Term Loans in an aggregate principal amount of \$4,000,479 shall be deemed funded on the date of the Final Order,

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Debtors: CBRM REALTY INC., *et al.*

Case No. 25-15343 (MBK)

Caption of Order: INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (III) MODIFYING THE AUTOMATIC STAY, AND (IV) GRANTING RELATED RELIEF

without constituting a novation, and shall satisfy and discharge \$4,000,479 in aggregate principal amount of the Remaining Prepetition First Lien Loans. The Roll-Up Term Loans deemed funded on the date of the Final Order shall be deemed to be made by DH1 and CKD Funding.

- ii. authorizing the Debtor Borrowers to use the proceeds of the DIP Facility (a) to pay costs, fees and expenses of the NOLA DIP Lender, as provided for in the DIP Term Sheet and this Interim Order, as well as all scheduled payments of interest and principal pursuant to the DIP Term Sheet, (b) to provide working capital and for other general corporate purposes of the Debtor Borrowers, and (c) to satisfy the administrative expenses of these Chapter 11 Cases and other claims or amounts allowed by this Court;
- iii. granting valid, enforceable, binding, non-avoidable, and fully perfected superpriority liens on and security interests in substantially all of the property, assets, and other interests in property and assets of the Debtor Borrowers as set forth herein, whether such property is presently owned or after-acquired, and each Debtor Borrower's estate as created by section 541 of the Bankruptcy Code, of any kind or nature whatsoever, real or personal, tangible, intangible, or mixed, now existing or hereafter acquired or created, whether existing prior to or arising after the Petition Date (as defined below), subject only to the Carve-Out;
- iv. granting adequate protection to CKD Penn and Cleveland International Fund ("CIF") to the extent of any Postpetition Diminution in Value (as defined below) of such parties' respective liens on and interest in the Prepetition Collateral;
- v. granting superpriority administrative expense claims against each of the Debtor Borrowers' estates to the NOLA DIP Lender with respect to the DIP Obligations (as defined below) over any and all administrative expenses and other claims of any kind or nature subject and subordinate only to the payment of the Carve-Out on the terms and conditions set forth herein and in the DIP Term Sheet;
- vi. effective as of the Petition Date but subject to and effective upon entry of the Final Order granting such relief and to the extent set forth therein, waiving the Debtor Borrowers' and their estates' right to surcharge against the DIP Collateral (as defined below) pursuant to section 506(c) of the Bankruptcy Code;
- vii. effective as of the Petition Date but subject to and effective upon entry of the Final Order granting such relief and to the extent set forth therein, waiving the "equities of the case" exception under section 552(b) of the Bankruptcy Code

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Debtors: CBRM REALTY INC., *et al.*

Case No. 25-15343 (MBK)

Caption of Order: INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN POSTPETITION FINANCING, (II) GRANTING LIENS AND SUPERPRIORITY ADMINISTRATIVE EXPENSE CLAIMS, (III) MODIFYING THE AUTOMATIC STAY, AND (IV) GRANTING RELATED RELIEF

with respect to the DIP Collateral and the proceeds, products, offspring, or profits thereof;

- viii. effective as of the Petition Date but subject to entry of the Final Order and ~~to the extent set forth therein, providing that~~ terms thereof, the NOLA DIP Lender shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral, and the proceeds of the DIP Collateral shall be received and applied pursuant to this Interim Order and the DIP Term Sheet; provided, however, that the NOLA DIP Lender shall use commercially reasonable efforts to (i) with respect to the New Money Loans, satisfy the New Money Loans *first* with all proceeds from the DIP Collateral except proceeds derived from Avoidance Actions and *second* with proceeds from Avoidance Actions, and (ii) with respect to the Roll-Up Term Loans, satisfy the Roll-Up Term Loans *first* with all proceeds from the DIP Collateral except proceeds derived from any Avoidance Action asserted against the NOLA DIP Lender and *second* to proceeds from any Avoidance Action asserted against the NOLA DIP Lender;
- ix. scheduling a final hearing (the “**Final Hearing**”) to consider the relief requested in the Motion and the entry of a final order (the “**Final Order**”, and together with this Interim Order, collectively, the “**DIP Orders**”), and approving the form of notice with respect to the Final Hearing;
- x. vacating and modifying the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Facility, the DIP Term Sheet, and this Interim Order;
- xi. waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of this Interim Order and providing for immediate effectiveness of this Interim Order; and
- xii. granting related relief.

This Court having considered the Motion, the exhibits thereto, the *Declaration of Matthew Dundon, Principal of IslandDundon LLC, in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 44] and the other evidence submitted or adduced and the arguments of counsel made at the interim hearing held pursuant to

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Debtors: CBRM REALTY INC., *et al.*

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Bankruptcy Rule 4001(b)(2) on June 2, 2025; and this Court having heard and resolved or overruled any objections, reservations of rights, or other statements with respect to the relief requested in the Motion; and the Court having noted the appearances of all parties in interest; and it appearing that approval of the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtor Borrowers and their estates pending the Final Hearing, and otherwise is fair and reasonable and ~~in the best interests of the Debtor Borrowers, their estates, and all parties in interest, and~~ is essential for the continued operation of the Debtor Borrowers' businesses and the preservation of the value of the Debtor Borrowers' assets; and it appearing that the Debtor Borrowers' entry into the DIP Term Sheet is a sound and prudent exercise of the Debtor Borrowers' business judgment; and the Debtor Borrowers having provided notice of the Motion as set forth in the Motion, and it appearing that no other or further notice of the Motion need be given; and after due deliberation and consideration, and for good and sufficient cause appearing therefor,

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:³

A. *Petition Date.* On May 19, 2025 (the "**Petition Date**"), the Debtors filed

³ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

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Debtors: CBRM REALTY INC., *et al.*
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voluntary petitions under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey, commencing these Chapter 11 Cases.

B. Debtors in Possession. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases. Elizabeth A. LaPuma, as the independent fiduciary and authorized representative for each of the Debtors (the “**Independent Fiduciary**”), has full corporate authority to act on behalf of, and legally bind, each of the Debtors in the DIP Term Sheet and other DIP Loan Documents.

C. Jurisdiction and Venue. The Court has jurisdiction over the Motion, these Chapter 11 Cases, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. Venue for these Chapter 11 Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b) and this Court may enter a final order consistent with Article III of the United States Constitution. The bases for the relief sought in the Motion and granted in this Interim Order are sections 105, 361, 362, 363, 364, 503, 506, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014, and Local Rules 4001-1, 4001-3, 9013-1, 9013-2, 9013-3, and 9013-4.

D. Committee. As of the date hereof, no official committee of unsecured creditors has been appointed in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (any such committee, the “**Official Committee**”).

E. Debtors’ Stipulations. Without prejudice to the rights of any party in interest (but

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Debtors: CBRM REALTY INC., *et al.*
Case No. 25-15343 (MBK)
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subject to the limitations thereon contained in paragraph 18 below), and after consultation with their attorneys, the Debtors, for themselves, their estates and all representatives of such estates, admit, stipulate acknowledge and agree as follows in this paragraph E (“**Debtors’ Stipulations**”):

a. *No Control.* The NOLA DIP Lender does not control the Debtors or their properties or operations, has authority to determine the manner in which any of the Debtors’ operations are conducted, or is a control person, insider (as defined in the Bankruptcy Code), “responsible person,” or managing agent of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from this Interim Order, the DIP Facility, the DIP Liens (as defined below), the DIP Obligations (as defined below), the DIP Loan Documents or the transactions contemplated by each.

b. *DHI First Prepetition First Lien Loans.* Debtor RH Chenault Creek LLC (“**Chenault**”) owns the Carmel Brook Apartments located at 12345 I-10 Service Road, New Orleans, LA 70128 (the (“**Chenault Property**”). On or about January 21, 2024, Akiri Funds, LLC (“**Akiri**”) made a commercial loan to Chenault pursuant to a Credit Agreement dated January 21, 2024 and Secured Promissory Note dated as of January 21, 2024 in the principal amount of \$3,635,475.00, as amended by an Amended and Restated Secured Promissory Note dated as of March 12, 2024 in the principal amount of \$4,060,875.87 (the “**Akiri Loan**”) and secured by a Mortgage, Pledge of Leases and Rents, and Security Agreement dated March 13, 2024 (the “**Akiri Mortgage**”). On or about September 6, 2024, Akiri sold and assigned the

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Akiri Loan and Akiri Mortgage to DH1, as evidenced by an Assignment of Amended and Restated Secured Promissory Note and Mortgage, Pledge of Leases and Rents, and Security Agreement (the “**DH1 Assignment**”). In connection with the DH1 Assignment, Akiri also executed an Allonge to Amended and Restated Secured Promissory Note dated September 6, 2024 (the “**Allonge**”). DH1 also made a separate loan to Chenault on or about April 4, 2024 evidenced by a Non-Revolving Commercial Line of Credit Note in the principal amount of \$7,500,000.00 (the “**DH1 Prepetition First Lien Loan**”) and secured by a Multiple Indebtedness Mortgage, Pledge of Lease and Rents and Security Agreement dated as of April 4, 2024 (the “**DH1 Prepetition First Lien Mortgage**”).

c. *CKD Funding Prepetition First Lien Loans.* Debtor RH Windrun LLC (“**Windrun**”) owns the Carmel Spring Apartments located at 12151 I-10 Service Road, New Orleans, LA 70128. Debtor RH Lakewind East LLC (“**Lakewind**”) owns the Laguna Reserve Apartments located at 5131 Bundy Road, New Orleans, LA 70127 (the “**Lakewind Property**”). Debtor RH Copper Creek LLC (“**Copper**”) owns the Laguna Creek Apartments located at 6881 Parc Brittany Boulevard, New Orleans, LA 70126 (the “**Copper Creek Property**”) and together with the Chenault Property, the Windrun Property and the Lakewind Property, collectively, the “**NOLA Properties**”). On or about July 8, 2024, CKD Funding (together with DH1, collectively, the “**Prepetition First Lien Lenders**”) made a commercial loan to Windrun, Lakewind, and Copper Creek which loan was evidenced by a Non-Revolving Commercial Line of Credit Note in the principal amount of up to \$10 million (the “**CKD Funding Prepetition**”).

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First Lien Loans”, and together with the Akiri Loan, the DH1 Assignment, the Allonge, and the DH1 Prepetition First Lien Loan, collectively, the “**Prepetition First Lien Loans**”) and secured by a Multiple Indebtedness Mortgage, Pledge of Leases and Rents and Security Agreement dated July 8, 2024 (the “**CKD Funding Prepetition First Lien Mortgages**”, and together with the Akiri Mortgage, the DH1 Assignment, and the DH1 Prepetition First Lien Mortgage, collectively, the “**Prepetition First Lien Mortgages**”).

d. *CKD Penn Prepetition Mortgage.* In connection with CKD Penn’s guaranty of the indebtedness of certain loan obligations of non-debtor affiliates of the Debtors (the “**CKD Penn Guaranty**”), CKD Penn holds a junior mortgage on each of the NOLA Properties pursuant to a Multiple Indebtedness Mortgage, Pledge of Leases and rents and Security Agreement dated August 16, 2024 (the “**CKD Penn Prepetition Junior Lien Mortgage**”).

e. *Prepetition First Lien Obligations.* As of the Petition Date, the NOLA Debtors were obligated to the Prepetition First Lien Lenders, without objection, defense, counterclaim, or offset of any kind in the aggregate amount of not less than \$8,961,204 on account of the Prepetition First Lien Loans and all other obligations owing under or in connection therewith (collectively, the “**Prepetition First Lien Obligations**”).

f. *Prepetition Collateral.* In connection with the Prepetition First Lien Loans, the NOLA Debtors granted the Prepetition First Lien Lenders the Prepetition First Lien Mortgages and the Prepetition First Lien Obligations are secured by valid, binding, perfected,

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and enforceable first-priority security interests in and liens on (the “**Prepetition First Priority Liens**”) substantially all of the NOLA Debtors’ assets (the “**Prepetition First Lien Collateral**”).

In addition, in connection with the CKD Penn Guaranty, the NOLA Debtors granted CKD Penn the CKD Penn Prepetition Junior Lien Mortgage and the obligations of CKD Penn with respect to the CKD Guaranty were secured by valid, binding, perfected, and enforceable first-priority security interests in and liens on (the “**CKD Penn Prepetition Junior Liens**”) substantially all of the NOLA Debtors’ assets (the “**Prepetition Junior Lien Collateral**”, and together with the Prepetition First Lien Collateral, collectively, the “**Prepetition Collateral**”).

g. *Validity, Perfection, and Priority of Prepetition First Priority Liens, CKD Penn Prepetition Junior Liens, and Prepetition First Lien Obligations.* Each of the Debtors acknowledges and agrees that, in each case as of the Petition Date: (a) the Prepetition First Priority Liens and CKD Penn Prepetition Junior Liens encumber all of the Prepetition Collateral, as the same existed on the Petition Date; (b) the Prepetition First Priority Liens and CKD Penn Prepetition Junior Liens are valid, binding, enforceable, non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral; (c) the Prepetition First Priority Liens and CKD Penn Prepetition Junior Liens (which are subject to and subordinate to the Prepetition First Priority Liens) are subject and subordinate only to valid, perfected and enforceable prepetition liens (if any) which are senior to the Prepetition First Lien Secured Parties’ liens or security interests as of the Petition Date or to valid and unavoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as

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permitted by section 546(b) of the Bankruptcy Code, and that are senior to the liens or security interests of DH1, CKD Funding and CKD Penn as of the Petition Date (such liens, the “**Permitted Prior Liens**”); (d) the Prepetition First Priority Liens and CKD Penn Prepetition Junior Liens were granted to or for the benefit of the DH1, CKD Funding and CKD Penn for fair consideration and reasonably equivalent value and were granted contemporaneously with, or covenanted to be provided as an inducement for, the making of the loans and/or commitments and other financial accommodations secured thereby; (e) the Prepetition First Lien Obligations and obligations with respect to the CKD Penn Guaranty constitute legal, valid, binding, and non-avoidable obligations of the Debtors; (f) no offsets, challenges, objections, defenses, claims, or counterclaims of any kind or nature to any of the Prepetition First Priority Liens, CKD Penn Prepetition Junior Liens, Prepetition First Lien Obligations or any obligations with respect to the CKD Penn Guaranty exist, and no portion of the Prepetition First Priority Liens, CKD Penn Prepetition Junior Liens, Prepetition First Lien Obligations or any obligations with respect to the CKD Penn Guaranty is subject to any challenge, cause of action, or defense, including impairment, set-off, right of recoupment, avoidance, attachment, disallowance, disgorgement, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), attack, offset, contest, defense, counterclaims, cross-claims, or “claim” (as defined in the Bankruptcy Code), pursuant to the Bankruptcy Code or applicable non-bankruptcy law; and (g) subject to [and effective upon the entry of](#) the Final Order [granting such relief](#), the Debtors and their estates have no claims, objections, challenges, causes of actions, recoupments, counterclaims,

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cross-claims, setoff rights, and/or choses in action, including “lender liability” causes of action or avoidance claims under chapter 5 of the Bankruptcy Code, whether arising under applicable state law or federal law (including any recharacterization, subordination, avoidance, disgorgement, recovery, or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code), against DH1, CKD Funding, CKD Penn or any of their respective affiliates, agents, representatives, attorneys, advisors, professionals, officers, directors, and employees arising out of, based upon, or related to the Prepetition First Lien Loans, Prepetition First Lien Mortgages, the Prepetition First Lien Obligations, the Prepetition First Priority Liens, the CKD Guaranty, the CKD Penn Junior Lien Mortgage, the CKD Penn Prepetition Junior Liens, or any other prepetition transactions with the Debtors.

h. *Indemnification.* The NOLA DIP Lender has agreed to provide the DIP Facility, subject to the conditions set forth herein and in the DIP Loan Documents, including indemnification of the NOLA DIP Lender, Prepetition First Lien Lenders, CKD Penn and each of their respective successors, participants, and assigns, and their present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, and other representatives (and all such other parties being hereinafter referred to collectively as the “**Releasees**”) and the provisions of this Interim Order assuring that the DIP Liens and the various claims, Superpriority Claims and other protections granted pursuant to this Interim Order and the DIP Loan Documents will not be affected, except as otherwise provided herein, by any subsequent reversal or modification of this Interim Order or any other order, as

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provided in section 364(e) of the Bankruptcy Code, which is applicable to the DIP Facility. The NOLA DIP Lender has acted in good faith in consenting to and in agreeing to provide the DIP Facility. The reliance of the NOLA DIP Lender on the assurances referred to above is in good faith.

i. *Releases.* The NOLA DIP Lender has agreed to provide the DIP Facility, subject to the conditions set forth herein and in the DIP Loan Documents, including the absolute, unconditional and irrevocable release and forever discharge of any and all claims, demands, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages, and any and all other claims, counterclaims, cross claims, defenses, rights of set-off, demands, and liabilities whatsoever (individually, a “**Released Claim**” and collectively, the “**Released Claims**”) of every kind, name, nature and description, known or unknown, foreseen or unforeseen, matured or contingent, liquidated or unliquidated, primary or secondary, suspected or unsuspected, both at law and in equity.

j. *Final Order.* Notwithstanding anything to the contrary set forth herein, the Debtors Stipulations of this paragraph E shall be subject to entry of the Final Order and any Challenge (as defined herein).

F. *Cash Collateral.* Substantially all of the Debtor Borrowers’ cash, including any amounts generated by the collection of accounts receivable, all cash proceeds of the Prepetition Collateral, and the Debtor Borrowers’ banking, checking, or other deposit accounts with financial institutions as of the Petition Date or deposited into the Debtor Borrowers’ banking,

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checking, or other deposit accounts with financial institutions after the Petition Date constitutes “cash collateral” of DH1, CKD Funding and CKD Penn within the meaning of Bankruptcy Code section 363(a) (the “**Cash Collateral**”).

G. Adequate Protection. Each of CKD Penn and CIF are entitled, pursuant to sections 105, 361, 362 and 363(c) of the Bankruptcy Code, to adequate protection of their respective interests in the Prepetition Collateral for any postpetition diminution in the value thereof.

H. Final Hearing. At the Final Hearing, the Debtors will seek entry of the Final Order, which shall be subject to the terms and conditions of the DIP Term Sheet. Notice of the Final Hearing and Final Order will be provided in accordance with this Interim Order.

I. Purpose and Necessity of Financing. The Debtors require the financing described in the Motion and as expressly provided in the DIP Term Sheet, this Interim Order, and certain formal loan documents to be entered into in connection with and upon entry of the Final Order (the “**DIP Loan Documents**”) to: (i) pay costs, fees and expenses of the NOLA DIP Lender, as provided for in the DIP Term Sheet and this Interim Order, as well as all scheduled payments of interest and principal thereunder, (ii) provide working capital and for other general corporate purposes of the Debtor Borrowers, and (iii) satisfy the administrative expenses of these Chapter 11 Cases and other claims or amounts allowed by this Court. If the Debtor Borrowers do not obtain authorization to borrow under the DIP Term Sheet and this Interim Order is not entered, the Debtor Borrowers will suffer immediate and irreparable harm. The Debtor

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Borrowers are unable to obtain financing on more favorable terms from sources other than the NOLA DIP Lender under the DIP Term Sheet and are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtor Borrowers also are unable to obtain secured credit allowable under sections 364(c)(1), 364(c)(2), and 364(c)(3) of the Bankruptcy Code for the purposes set forth in the DIP Term Sheet without granting the NOLA DIP Lender superpriority claims, liens, and security interests, pursuant to section 364(d) of the Bankruptcy Code, as provided in this Interim Order. After considering all alternatives, the Debtor Borrowers concluded, in the exercise of their prudent business judgment, that the loan facility provided under the DIP Term Sheet and this Interim Order represents the best working capital financing available to them at this time. The DIP Facility is the best loan available to the Debtor Borrowers and the Debtor Borrowers have been unsuccessful in their attempts to find any alternative financing on superior terms. Additionally, the terms of the DIP Facility are fair and reasonable and reflect the Debtor Borrowers' exercise of prudent business judgment ~~consistent with their fiduciary duties.~~

J. Good Cause. The ability of the Debtor Borrowers to obtain sufficient working capital and liquidity under the DIP Term Sheet and this Interim Order is vital to the Debtor Borrowers, their estates, and creditors and stakeholders. The liquidity to be provided under the DIP Term Sheet and this Interim Order will enable the Debtor Borrowers to continue to operate their businesses in the ordinary course and preserve the value of their businesses. The Debtor Borrowers' estates will be immediately and irreparably harmed if this Interim Order is not

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entered. Good cause has, therefore, been shown for the relief sought in the Motion.

K. *Good Faith.* The DIP Facility, the DIP Term Sheet, and this Interim Order have been negotiated in good faith and at arm's length among the Debtor Borrowers and the NOLA DIP Lender, and all of the obligations and indebtedness arising under, in respect of or in connection with the DIP Facility, the DIP Term Sheet, and this Interim Order, including without limitation, all loans made to the Debtor Borrowers pursuant to the DIP Term Sheet and this Interim Order, and any other obligations under the DIP Term Sheet and this Interim Order (all of the foregoing, collectively, the "**DIP Obligations**"), shall be deemed to have been extended by the NOLA DIP Lender and their affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Obligations, the DIP Liens (as defined below), and the Superpriority Claims (as defined below), shall be entitled to the full protection of section 364(e) of the Bankruptcy Code and the terms, conditions, benefits, and privileges of this Interim Order regardless of whether this Interim Order is subsequently reversed, vacated, modified, or otherwise is no longer in full force and effect or the Chapter 11 Cases are subsequently converted or dismissed.

L. *Consideration.* All of the Debtor Borrowers will receive and have received fair consideration and reasonably equivalent value in exchange for the DIP Facility and all other financial accommodations provided under the DIP Term Sheet and this Interim Order.

M. *Immediate Entry of Interim Order.* The Debtors have requested immediate entry

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of this Interim Order pursuant to Bankruptcy Rule 4001. The permission granted herein to enter into the DIP Facility and to obtain funds thereunder is necessary to avoid immediate and irreparable harm to the Debtor Borrowers. This Court concludes that entry of this Interim Order ~~is in the best interests of the Debtors' respective estates, creditors and stakeholders as its implementation~~ will, among other things, allow for the continued operation of the Debtor Borrowers' existing businesses and further enhance the Debtor Borrowers' prospects for a successful restructuring.

N. Notice. Upon the record presented to this Court at the Hearing, and under the exigent circumstances set forth therein, notice of the Motion and the emergency relief requested thereby and granted in this Interim Order has been provided in accordance with Bankruptcy Rules 4001(b) and 4001(c)(1) and Local Rule 9013-5 on (a) the NOLA DIP Lender; (b) the Ad Hoc Group of Holders of Crown Capital Notes; (c) the Prepetition First Lien Lenders; (d) CKD Penn; (e) CIF; (f) the Office of the United States Trustee for the District of New Jersey (the "U.S. Trustee"); (g) counsel to the Official Committee (if any), (h) the holders of the thirty (30) largest unsecured claims against the Debtor Borrowers' estates (on a consolidated basis); (i) all of the Debtor Borrowers' prepetition secured creditors; (j) the United States Attorney's Office for the District of New Jersey; (k) the attorneys general in the states in which the Debtor Borrowers conduct their business; (l) the United States Department of Justice; (m) the Internal Revenue Service; (n) HUD; and (o) any party filing a request for service under Bankruptcy Rule

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[2002 in these cases](#), which notice was appropriate under the circumstances and sufficient for the Motion. No other or further notice of the Motion or entry of this Interim Order is required.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED:

1. ***DIP Facility Approved.*** The Motion is granted on an interim basis as set forth herein, the financing described herein is authorized and approved, and the use of Cash Collateral and provision of adequate protection on an interim basis is authorized, subject to the terms of this Interim Order and the DIP Term Sheet.

2. ***Objections Overruled.*** Any objections, reservations of rights, or other statements with respect to entry of [the Interim Order and the relief requested in](#) the Interim Order, to the extent not withdrawn, waived, settled or otherwise resolved, are overruled on the merits. This Interim Order shall become effective immediately upon its entry. [The rights of all parties in interest to object to the entry of a Final DIP Order are reserved.](#)

3. ***Authorization of the DIP Facility and the DIP Term Sheet.***
a. The Debtor Borrowers are hereby authorized to enter into the DIP Facility and the DIP Term Sheet, the terms of which are incorporated herein by reference. Prior to entry of the Final Order, the DIP Term Sheet and this Interim Order shall govern the financial and credit accommodations to be provided to the Debtor Borrowers by the NOLA DIP Lender in respect of the Interim DIP Facility Amount. Following entry of the Final Order, the financial and

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credit accommodations to be provided to the Debtor Borrowers by the NOLA DIP Lender in respect of the DIP Facility (including the Interim DIP Facility Amount) shall be governed by the DIP Term Sheet, the DIP Loan Documents and the Final Order.

b. The Debtor Borrowers are hereby authorized to borrow money pursuant to the DIP Term Sheet and this Interim Order, up to an aggregate principal amount of \$17,422,728 (of which only the Interim DIP Facility Amount may be drawn by the Debtor Borrowers prior to entry of the Final Order), plus interest, costs, fees, and other expenses and amounts provided for in the DIP Term Sheet and this Interim Order, in accordance with the terms of the DIP Term Sheet and this Interim Order, which shall be used solely as expressly provided in the DIP Term Sheet, this Interim Order and the Approved Budget to: (i) pay costs, fees, and expenses of the NOLA DIP Lender and the scheduled payments of principal and interest under the DIP Facility, (ii) provide working capital and for other general corporate purposes of the Debtor Borrowers, and (iii) satisfy the administrative expenses of these Chapter 11 Cases and other claims or amounts allowed by this Court. The Debtor Borrowers shall not make or advance any intercompany loans or transfers to any other Debtors or non-debtor affiliates without the prior written consent of the NOLA DIP Lenders, and to the extent any such intercompany transfer or loan is approved by the NOLA DIP Lenders and made or advanced by a Debtor Borrower, the DIP Liens (as defined below) shall immediately attach to the resulting intercompany receivable arising from or related to such transfer or loan. The Debtors shall comply with any interim and final cash management orders entered in these cases concerning any such approved

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[intercompany transfers.](#)

c. In furtherance of the foregoing and without further approval of this Court, each Debtor Borrower is authorized and directed to perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages and financing statements), and to pay all fees, that may be required or necessary for the Debtor Borrowers' performance of their obligations under the DIP Facility, including, without limitation:

- i. the execution, delivery and performance of the DIP Term Sheet, including, without limitation, any guarantees, any security and pledge agreements, and any mortgages contemplated thereby;
- ii. the non-refundable payment of the fees referred to in the DIP Term Sheet and this Interim Order and costs and expenses as may be due in accordance with the DIP Term Sheet and this Interim Order, and
- iii. the performance of all other acts required under or in connection with the DIP Term Sheet and this Interim Order.

d. The DIP Term Sheet and this Interim Order constitute valid, binding and non-avoidable obligations of the Debtors enforceable against each person or entity party thereto in accordance with their respective terms for all purposes during the Chapter 11 Cases, any subsequently converted case of any Debtor Borrower under chapter 7 of the Bankruptcy Code, or after the dismissal of any case. No obligation, payment, transfer, or grant of security under the

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DIP Term Sheet or this Interim Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or under any applicable law (including without limitation, under sections 502(d), 547, 548 or 549 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any Challenge under the Bankruptcy Code or any other applicable foreign or domestic law or regulation by any person or entity.

e. Notwithstanding anything to the contrary in this Interim Order, the rights of Spano Investor LLC to object to Crown being a borrower under the NOLA DIP Facility (and the rights of the Debtors and all other parties in interest with respect to any such objection) are reserved pending the hearing to approve the Motion on a final basis.

4. **Carve-Out.**

a. Amount of Carve-Out. The relative priority of all amounts owed under the DIP Facility will be subject only to a “**Carve-Out**” in an amount equal to, without duplication: (a) the costs and administrative expenses permitted to be incurred by any Chapter 7 trustee under section 726(b) of the Bankruptcy Code pursuant to an order of the Bankruptcy Court following any conversion of the Chapter 11 Cases pursuant to section 1112 of the Bankruptcy Code in an amount not to exceed \$25,000; (b) the amount equal to: (i) the cash held in the Escrow Account

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(as defined in the DIP Term Sheet) with respect to any fees and expenses incurred by the Independent Fiduciary, the Debtors' counsel, the Debtors' financial advisor, ~~and~~ the Debtors' notice and claims agent, and any professionals retained by the Official Committee prior to an Event of Default in an amount not to exceed the amount set forth in the Approved Budget, whether or not such fees, expenses, and costs have been approved by the Bankruptcy Court as of such date and whether or not the retention of the Debtors' professionals ~~has~~ and any professionals retained by the Official Committee have been authorized as of such date, plus (ii) up to \$150,000 in the aggregate to pay any allowed fees, expenses, and costs incurred by the Independent Fiduciary, the Debtors' counsel, the Debtors' financial advisor, ~~and~~ the Debtors' notice and claims agent, and any professionals retained by the Official Committee following the occurrence of an Event of Default, whether or not such fees, expenses, and costs have been approved by the Bankruptcy Court as of such date and whether or not the retention of the Debtors' professionals ~~has~~ and any professionals retained by the Official Committee have been authorized as of such date; and (c) statutory fees ~~owed~~ payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930-(a)(6), together with the statutory rate of interest, which shall not be limited by any Budget ("Statutory Fees"). All claims and liens granted by the Interim Order are subject to the Carve-Out.

b. Payment of Allowed Professional Fees Prior to Event of Default. Any payment or reimbursement made prior to the occurrence of an Event of Default in respect of any allowed fees, expenses, and costs incurred by the Independent Fiduciary, the ~~Debtors~~ Debtor ~~Borrowers~~' counsel, the ~~Debtors~~ Debtor ~~Borrowers~~' financial advisor, ~~and~~ the ~~Debtors~~ Debtor

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Caption of Order: INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO OBTAIN
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Borrowers' notice and claims agent, and any professionals retained by the Official Committee
shall not reduce the Carve-Out.

c. Payment of Allowed Professional Fees After Event of Default. Any
payment or reimbursement made on or after the occurrence of an Event of Default in respect of
any allowed fees, expenses, and costs incurred by the Independent Fiduciary, the ~~Debtors~~Debtor
Borrowers' counsel, the ~~Debtors~~Debtor Borrowers' financial advisor, and the ~~Debtors~~Debtor
Borrowers' notice and claims agent, and any professionals retained by the Official Committee
shall permanently reduce the Carve-Out on a dollar-for-dollar basis.

5. **Payment of DIP Facility Fees and Expenses.**

a. The Debtor Borrowers are hereby authorized and directed to pay upon
demand, all other fees, costs, expenses and other amounts payable under the terms of the DIP
Term Sheet (and/or the DIP Loan Documents) and this Interim Order and all other fees and
out-of-pocket costs and expenses of the NOLA DIP Lender in accordance with the terms of the
DIP Term Sheet (and/or the DIP Loan Documents) and this Interim Order, including, without
limitation, all documented fees and out-of-pocket costs and expenses of ArentFox Schiff LLP as
counsel to the NOLA DIP Lender (the "**DIP Professional Fees and Expenses**"), subject to
receiving a written invoice therefor. None of such fees, costs, expenses or other amounts shall
be subject to further application to or approval of this Court, and shall not be subject to
allowance or review by this Court or subject to the U.S. Trustee's fee guidelines, and no attorney
or advisor to the NOLA DIP Lender shall be required to file an application seeking compensation

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for services or reimbursement of expenses with this Court; *provided, however*, that copies of any such invoices shall be provided contemporaneously to the U.S. Trustee, ~~and counsel to any Official Committee (if one exists)~~ (together with the Debtor Borrowers, the “**Review Parties**”); *provided further, however*, that such invoices may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of such invoices shall not constitute a waiver of the attorney-client privilege or any benefits of the attorney work product doctrine (the U.S. Trustee shall be provided unredacted copies of such invoices upon request). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the affected professional within ten (10) calendar days after delivery of such invoices to the Review Parties (such ten (10) day calendar period, the “**Review Period**”). If no written objection is received prior to the expiration of the Review Period from the Review Parties, the Debtor Borrowers shall pay such invoices within five (5) calendar days following the expiration of the Review Period. If an objection is received within the Review Period, the Debtor Borrowers shall promptly pay the undisputed amount of the invoice within five (5) calendar days, and the disputed portion of such invoice shall not be paid until such dispute is resolved by agreement between the affected professional and the objecting party or by order of this Court. Any hearing to consider such an objection to the payment of any fees, costs or expenses set forth in a professional fee invoice hereunder shall be limited to the reasonableness of the fees, costs and

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expenses that are the subject of such objection. All such unpaid fees, costs, expenses and other amounts owed or payable to the NOLA DIP Lender shall be secured by the DIP Collateral and afforded all of the priorities and protections afforded to the DIP Obligations under the DIP Term Sheet (and/or the DIP Loan Documents) and this Interim Order.

b. Notwithstanding anything to the contrary herein, the fees, costs and expenses of the NOLA DIP Lender under the terms of the DIP Term Sheet, whether incurred prior to or after the Petition Date shall be deemed fully earned, non-refundable, irrevocable, and non-avoidable, and the Debtor Borrowers are authorized and directed to pay in full in cash all unpaid DIP Professional Fees and Expenses arising through and including the draw of the Interim DIP Facility Amount, without the need for any professional engaged by or on behalf of the NOLA DIP Lender to first deliver a copy of its invoice to any of the Review Parties (other than Debtor Borrowers). All unpaid fees, costs, and expenses shall be included and constitute part of the principal amount of the DIP Obligations and be secured by the DIP Liens.

c. Notwithstanding anything contained in this Interim Order to the contrary, any and all payments, premiums, fees, costs, expenses, and other amounts paid at any time by any of the Debtor Borrowers to the NOLA DIP Lender pursuant to the requirements of this Interim Order or the DIP Term Sheet (and/or the DIP Loan Documents) shall be non-refundable and irrevocable, are hereby approved, and shall not be subject to any challenge, objection, defense, claim or cause of action of any kind or nature whatsoever, including, without limitation, avoidance (whether under chapter 5 of the Bankruptcy Code or under applicable law (including

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any applicable state law Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law)), reduction, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual, or otherwise), reclassification, disgorgement, disallowance, impairment, marshaling, surcharge, or recovery or any other cause of action, whether arising under the Bankruptcy Code, applicable non-bankruptcy law or otherwise, by any person or entity (subject, solely in the case of the DIP Professional Fees and Expenses, to paragraph 5(a) of this Interim Order).

6. **Superpriority Claims.** The NOLA DIP Lender is hereby granted an allowed superpriority administrative expense claim (the “**Superpriority Claim**”) pursuant to sections 364(c)(1), 503, and 507 of the Bankruptcy Code for all DIP Obligations, having priority over any and all other claims against the Debtor Borrowers and their estates, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kinds specified in or arising or ordered under sections 105(a), 326, 328, 330, 331, 503(b), 506(c), 507, 546(c), 726, 1113, and 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other nonconsensual lien, levy or attachment, which Superpriority Claim shall be payable from and have recourse to all prepetition and postpetition property of the Debtor Borrowers and their estates and all proceeds thereof. The Superpriority Claim granted in this paragraph shall be subject and subordinate in priority of payment only to the Carve-Out [as provided herein](#).

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7. **DIP Liens.**

(a) To secure the DIP Obligations, the following are granted in favor of the

NOLA DIP Lender:

(i) a first priority, perfected security interest in, and lien, under section 364(c) of the Bankruptcy Code upon all property and assets (including Cash Collateral) of each Debtor Borrower and of each Debtor Borrower's estate that, on or as of the Petition Date is not subject to valid, perfected, and non-avoidable liens;

(ii) a first priority, perfected security interest in, and lien, under section 364(d) of the Bankruptcy Code upon all property and assets (including Cash Collateral) of each Debtor Borrower and of each Debtor Borrower's estate that is, as of the Petition Date, subject to valid, perfected, and non-avoidable liens in favor of the DIP Lenders.

(b) The liens created as described in clauses (i) and (ii) above (the "**DIP Liens**") shall cover all property and assets (including Cash Collateral) of the Debtor Borrowers and their estates, including all "Collateral" as defined in the DIP Term Sheet (now or hereafter acquired and all proceeds thereof), except (i) as otherwise agreed to by the NOL DIP Lender; and

(ii) ~~until~~ subject to and effective upon entry of the Final Order ~~and subject to the terms~~ therein granting such relief, all proceeds of any claims or causes of action held by the Debtors or

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their estates (such claims or causes of action, the “**Estate Litigation Assets**”),⁴ including claims or causes of action under sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code or other federal law or applicable state law (such claims or causes of action, the “**Avoidance Actions**”), other than any such claims or causes of action against any Releasee (as defined in, and subject to the terms of, paragraph 25) (collectively, the “**DIP Collateral**”, and together with the Prepetition Collateral, collectively, “**Collateral**”).

(c) The DIP Liens shall be effective immediately upon the entry of this Interim Order and subject only to the Carve-Out.

(d) Except as provided in this Interim Order, the DIP Liens shall not at any time be (i) made subject or subordinated to, or made *pari passu* with, any other lien or security interest existing as of the Petition Date, or created under sections 363 or 364(d) of the Bankruptcy Code or otherwise, or (ii) subject to any lien or security interest that is avoided and preserved for the benefit of the Debtor Borrowers' estates under section 551 of the Bankruptcy Code.

(e) The DIP Liens shall be and hereby are fully perfected liens and security interests, effective and perfected upon the date of this Interim Order without the necessity of execution by the Debtors of mortgages, security agreements, pledge agreements, financing

⁴ For the avoidance of any doubt, the Estate Litigation Assets shall include any claim or cause of action, including any Avoidance Action, held by the Debtors or their estates and the proceeds thereof against Moshe (Mark) Silber, Frederick Schulman, Piper Sandler & Co., and any other current or former insiders of the Debtors.

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agreements, financing statements or other agreements, such that no additional steps need be taken by the NOLA DIP Lender to perfect such interests. Any provision of any lease, loan document, easement, use agreement, proffer, covenant, license, contract, organizational document, or other instrument or agreement that requires the consent or approval of one or more landlords, licensors, or other parties, or requires the payment of any fees or obligations to any governmental entity, non-governmental entity or any other person, in order for any of the Debtor Borrowers to pledge, grant, mortgage, sell, assign, or otherwise transfer any fee or leasehold interest or the proceeds thereof or other collateral, shall have no force or effect with respect to the transactions granting in favor of the NOLA DIP Lender a priority security interest in such fee, leasehold or other interest or other collateral or the proceeds of any assignment, sale or other transfer thereof, by any of the Debtor Borrowers in favor of the NOLA DIP Lender, in accordance with the terms of the DIP Term Sheet and this Interim Order.

(f) The DIP Liens, Superpriority Claims, and other rights, benefits, and remedies granted under this Interim Order and the DIP Term Sheet in favor of the NOLA DIP Lender, shall continue in these Chapter 11 Cases, in any superseding case or cases under the Bankruptcy Code (including without limitation any case for any Debtor under chapter 7 of the Bankruptcy Code), and following any dismissal of the Chapter 11 Cases, and such liens and claims shall maintain their priority as provided in this Interim Order until all the DIP Obligations have been indefeasibly paid in full in cash and completely satisfied, and the NOLA DIP Lender's

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commitments have been terminated in accordance with the DIP Term Sheet and the DIP Loan Documents.

8. *Adequate Protection for CKD Penn.* Subject only to the payment of the Carve-Out [and the terms of this Interim Order](#), pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, and in consideration of the stipulations and consents set forth herein, as adequate protection of CKD Penn's interests in the Prepetition Collateral, for any postpetition diminution in value of such interests (each such postpetition diminution, a "**Diminution in Value**"), resulting from, among other things, the imposition of the priming DIP Liens on the Prepetition Collateral, the Carve-Out, the Debtor Borrowers' use of the Prepetition Collateral, and the imposition of the automatic stay, CKD Penn is hereby granted the following:

a. *Adequate Protection Liens.* As security for any Diminution in Value, additional and replacement, valid, binding, enforceable, non-avoidable, and effective and automatically perfected postpetition security interests in and liens as of the date of this Interim Order (together, the "**CKD Penn Adequate Protection Liens**"), whether certificated or uncertificated and without the necessity of the execution by the Debtor Borrowers (or recordation or other filing), of security agreements, pledge agreements, financing statements, mortgages, or other similar documents, on 90% of the equity interests of Sycamore Meadows Apartments, LTD indirectly held by Crown, and the proceeds of any such interests. Subject to the terms of this Interim Order, the CKD Penn Adequate Protection Liens shall be subordinate only to the (i) Carve-Out, (ii) the DIP Liens, and (iii) Permitted Prior Liens. The CKD Penn Adequate

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Protection Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the DIP Collateral (including, for the avoidance of doubt, any lien or security interest that is avoided and preserved for the benefit of the Debtor Borrowers and their estates under section 551 of the Bankruptcy Code).

b. Adequate Protection Superpriority Claims. As further adequate protection, in accordance with sections 503(b), 507(a), and 507(b) of the Bankruptcy Code, allowed administrative expense claims in each of the Debtor Borrowers' Chapter 11 Cases ahead of and senior to any and all other administrative expense claims in each of the Debtor Borrowers' Chapter 11 Cases to the extent of any postpetition Diminution in Value (the "**CKD Penn Adequate Protection Superpriority Claims**"), but junior to the Carve-Out and the Superpriority Claims. Subject to the Carve-Out and the Superpriority Claims in all respects, the CKD Penn Adequate Protection Superpriority Claims will not be junior to any claims and shall have priority over all administrative expense claims against each of the Debtor Borrowers, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expense claims of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 546(d), 726, 1113 and 1114 of the Bankruptcy Code.

c. Adequate Protection Payments. As further adequate protection, the Debtor Borrowers are authorized and directed to timely pay, in accordance with the terms of this Interim Order, all reasonable and documented fees and out-of-pocket expenses, whether incurred

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before, on or after the Petition Date, to the extent not duplicative of any fees and/or expenses paid pursuant to paragraph 5 hereof, including all reasonable and documented fees and expenses of counsel and other professionals retained as provided for in the DIP Term Sheet, the other DIP Loan Documents and this Interim Order, including, for the avoidance of doubt, of ArentFox Schiff LLP, as counsel to the NOLA DIP Lender (all payments referenced in this sentence, collectively, the “**CKD Penn Adequate Protection Payments**”). None of the CKD Penn Adequate Protection Payments shall be subject to separate approval by this Court or the U.S. Trustee Guidelines, and no recipient of any such payment shall be required to file any monthly, interim or final fee application with respect thereto or otherwise seek the Court’s approval of any such payments.

d. Right to Seek Additional Adequate Protection. This Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the rights of the Prepetition First Lien Lenders to request further or alternative forms of adequate protection at any time or the rights of the Debtor Borrowers or any other party to contest such request. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to CKD Penn is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Chapter 11 Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition First Lien Lenders that the adequate protection granted herein does in

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fact adequately protect any of the Prepetition First Lien Lenders against any Diminution in Value of their respective interests in the Prepetition Collateral (including the Cash Collateral).

e. Other Covenants. The Debtor Borrowers shall maintain their cash management arrangements in a manner consistent with the cash management order approving the Debtor Borrowers' cash management motion. The Debtor Borrowers shall comply with the covenants contained in the DIP Term Sheet and DIP Loan Documents regarding conduct of business, including, without limitation, preservation of rights, qualifications, licenses, permits, privileges, franchises, governmental authorizations and intellectual property rights material to the conduct of their business and the maintenance of properties, assets and insurance.

f. Miscellaneous. Except for (i) the Carve-Out and (ii) as otherwise provided in paragraphs 6 and 7, the CKD Penn Adequate Protection Liens and CKD Penn Adequate Protection Superpriority Claims granted pursuant to paragraph 8 of this Interim Order shall not be subject, junior, or *pari passu* to any lien or security interest that is avoided and preserved for the benefit of the Debtor Borrowers' estates under the Bankruptcy Code, including, without limitation, pursuant to section 551 or otherwise, and shall not be subordinated to or made *pari passu* with any lien, security interest or administrative claim under the Bankruptcy Code, including, without limitation, pursuant to section 364 or otherwise.

9. Adequate Protection for CIF. As adequate protection of the interests of CIF in its Prepetition Collateral to the extent of any postpetition Diminution in Value of such interests resulting from, among other things, the imposition of the priming DIP Liens on CIF's Prepetition

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Collateral, the Carve-Out, the Debtor Borrowers' use of CIF's Prepetition Collateral, and the imposition of the automatic stay, CIF is hereby granted the following: (a) continuing, valid, binding, enforceable and perfected security interests and liens on CIF's Prepetition Collateral, which shall be junior in all respects to the Carve-Out, the DIP Liens, the Prepetition First Priority Liens, CKD Penn Prepetition Junior Liens, and CKD Penn Adequate Protection Liens, but otherwise senior to all other security interests in, liens on, or claims against CIF's Prepetition Collateral (the "**CIF Adequate Protection Liens**" and, together with the CKD Penn Adequate Protection Liens, the "**Adequate Protection Liens**"); and (b) allowed administrative expense claims against the estate of Debtor RH Lakewind East LLC for repayment of CIF's alleged prepetition mortgage to the extent of any postpetition Diminution in Value, which shall be junior in all respects to the Carve-Out, the NOLA DIP Facility, all superpriority claims granted to the NOLA DIP Lender under the NOLA DIP Facility, and any claims of the Prepetition First Lien Lenders and CKD Penn with respect to their interests in and liens on the Prepetition Collateral, but otherwise senior to any and all other administrative expense claims in such Debtor Borrowers' Chapter 11 Case.

10. **Section 507(b) Reservation.** Subject only to the Carve-Out, nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to CKD Penn or CIF is insufficient to compensate for any Diminution in Value of CKD Penn's or CIF's respective interests in any Prepetition Collateral during the Chapter 11 Cases. Nothing contained herein shall be deemed a finding by the Court,

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or an acknowledgment by any of the Prepetition First Lien Lenders, CKD Penn or CIF that the adequate protection granted herein does in fact adequately protect any of the Prepetition First Lien Lenders, CKD Penn or CIF against any Diminution in Value of their respective interests in the Prepetition Collateral.

11. ***Insurance.*** Until the DIP Obligations have been indefeasibly paid in full, at all times, the Debtor Borrowers shall maintain casualty and loss insurance coverage for the Prepetition Collateral and the DIP Collateral on substantially the same basis as maintained prior to the Petition Date and shall name the NOLA DIP Lender as loss payee or additional insured, as applicable, thereunder.

12. ***Perfection of DIP Liens and Adequate Protection Liens.***

a. The NOLA DIP Lender is hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction, or take possession of or control over, or take any other action in order to validate and perfect the liens and security interests granted to it hereunder, in each case without the necessity to pay any mortgage recording fee or similar fee or tax. Whether or not the NOLA DIP Lender shall, in its sole discretion, chooses to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or take possession of or control over, or otherwise confirm perfection of the liens and security interests granted to it hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable, and not subject to challenge dispute or

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subordination, at the time and as of the date of entry of this Interim Order [subject to paragraph 18 herein](#). The Debtor Borrowers shall, if requested, execute and deliver to the NOLA DIP Lender all such agreements, financing statements, instruments and other documents as the NOLA DIP Lender may reasonably request to more fully evidence, confirm, validate, perfect, preserve, and enforce the DIP Liens and Adequate Protection Liens. All such documents will be deemed to have been recorded and filed as of the date of entry of this Interim Order.

b. A certified copy of this Interim Order may, in the discretion of the NOLA DIP Lender, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien, or similar instruments, and all filing offices are hereby directed to accept such certified copy of this Interim Order for filing and recording.

13. **Authority to Execute and Deliver Necessary Documents.**

a. All of the DIP Liens and Adequate Protection Liens shall be effective and perfected as of the entry of this Interim Order and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements, or other agreements.

b. Each of the Debtor Borrowers is hereby further authorized and directed to (i) perform all of its obligations under the DIP Term Sheet and this Interim Order, and such other agreements as may be required by the DIP Term Sheet and this Interim Order to give effect to the terms of the financing provided for therein and in this Interim Order, and (ii) perform all acts required under the DIP Term Sheet and this Interim Order.

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c. The Debtor Borrowers shall execute all documents and take all actions required to effectuate the DIP Term Sheet and this Interim Order, including, without limitation, executing all instruments which may be requested by the NOLA DIP Lender and in accordance with the DIP Term Sheet.

d. All obligations under the DIP Term Sheet and this Interim Order shall constitute valid and binding obligations of each of the Debtor Borrowers enforceable against each of them, and each of their successors and assigns, in accordance with their terms and the terms of this Interim Order. No obligation, payment, transfer, or grant of a security interest under the DIP Term Sheet or this Interim Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law or subject to avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any Challenge.

14. **Amendments, Consents, Waivers, and Modifications.** The Debtor Borrowers, with the express written consent of the NOLA DIP Lender, may enter into any amendments, consents, waivers, [supplements](#), or modifications to the DIP Term Sheet without the need for further notice and hearing or any order of this Court, provided that such amendments, consents, waivers, or modifications do not shorten the Maturity Date (as defined below), increase commitments or the rate of interest payable under the DIP Term Sheet and this Interim Order, require the payment of a fee, change any Event of Default, add any covenants, or amend the

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covenants in the DIP Term Sheet and this Interim Order to be materially more restrictive;
provided, however, that ~~a copy of any such amendment, consent, waiver or other modification~~
~~shall be served by the Debtor Borrowers on~~ the Debtors shall provide notice (which shall be
provided through electronic mail) to counsel to the Official Committee (if appointed), the U.S.
Trustee, ~~any Official Committee,~~ and counsel to the Ad Hoc Group of Holders of Crown Capital
Notes— (collectively, the “Amendment Notice Parties”), each of whom shall have five (5)
business days from the date of such notice to object in writing to any such amendment, consent,
waiver, supplement, or other modification. If all Amendment Notice Parties indicate that they
have no objection to the amendment, modification or supplement (or if no objections are timely
received), the Debtors may proceed to execute the amendment, modification or supplement, which
shall become effective immediately upon execution. If an Amendment Notice Party timely
objects to such amendment, modification or supplement, approval of the Court (which may be
sought on an expedited basis) will be necessary to effectuate the amendment, modification or
supplement; provided that such amendment, modification or supplement shall be without
prejudice to the right of any party in interest to be heard. Any modification, amendment, or
supplement that becomes effective in accordance with this paragraph shall be filed with the Court.

15. ***Budget; Use of Proceeds.*** All expenditures of the Debtor Borrowers shall be made subject to the Approved Budget, attached as **Exhibit 2** to this Interim Order. The Debtor Borrowers shall not permit aggregate expenditures under the Approved Budget to exceed one hundred and fifteen percent (115%) of the total budgeted expenses or aggregate cash receipts

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under the Approved Budget to be less than eighty-five percent (85%) of the total budgeted cash receipts, in each case calculated on a rolling two-week basis commencing as of the Petition Date, with the first such testing to begin two weeks after the Petition Date; *provided, however*, that the cash disbursements considered for determining compliance with this covenant shall exclude disbursements in respect of (x) the NOLA DIP Lender's expenses and professional fees and (y) payments made to vendors that qualify as "Critical Vendors" and are approved by the NOLA DIP Lender and interest due under the existing mortgage. The Approved Budget may be amended only with the consent of the NOLA DIP Lender. Any material modifications to the Approved Budget must be filed with the Court on notice to parties-in-interest, and any non-material modifications to the Approved Budget shall be sent to the U.S. Trustee and counsel to the Official Committee (if any). Notwithstanding anything to the contrary in this Interim Order, the DIP Term Sheet, or the Approved Budget, pending entry of the Final Order, (A) the NOLA Debtors shall defer their request to utilize \$250,000 of proceeds of the DIP Facility to fund the Litigation Trust (as defined in the DIP Term Sheet); and (B) the NOLA Debtors shall fund the Escrow Account with cash in an amount equal to not more than the projected fees, costs, and expenses of the Independent Fiduciary, the NOLA Debtors' counsel, the NOLA Debtors' financial advisor, and the Debtors' noticing and claims agent through June 30, 2026.

16. ***Financial Reporting.*** After entry of the Interim Order, the Debtor Borrowers shall:

- a. provide to the NOLA DIP Lender ~~and~~, counsel to the Official Committee

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(if any), and counsel to the Ad Hoc Group of Holders of Crown Capital Notes, as soon as available but no later than 5:00 p.m. Eastern Time on the last Friday of the rolling two-week period, a budget variance and reconciliation report setting forth: (i) a comparative reconciliation, on a line-by-line basis, of actual cash receipts and disbursements against the cash receipts and disbursements forecast in the Approved Budget, and (ii) the percentage variance of the aggregate receipts and aggregate disbursements, for (A) the rolling two-week period ended on (and including) the last Sunday of the two-week reporting period and (B) the cumulative period to date, (iii) projections for the following nine weeks, including a rolling cash receipts and disbursements forecast for such period, and (iv) such other information requested from time to time by the NOLA DIP Lender in accordance with the terms of the DIP Term Sheet and any other DIP Loan Documents;

b. provide to the NOLA DIP Lender, counsel to the Official Committee (if any), and counsel to the Ad Hoc Group of Holders of Crown Capital Notes (i) (a) usual and customary financial reporting based on the Debtor Borrowers' prior practice, taking into account the debtor-in-possession status of the Debtor Borrowers, (b) prompt delivery (email shall suffice) to the NOLA DIP Lender, counsel to the Official Committee (if any), and counsel to the Ad Hoc Group of Holders of Crown Capital Notes, and in any event within 5 business days after receipt thereof by any Debtor Borrower, copies of each notice or other correspondence received from any federal or state authority or agency of the United States (or comparable state authority or agency in any applicable non-U.S. jurisdiction) concerning the NOLA Properties (as defined in

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the DIP Term Sheet), any investigation or possible investigation or other inquiry by such department or agency regarding financial or other operational results or activities of any Debtor Borrower, and (c) upon request of the NOLA DIP Lender, prompt delivery (email shall suffice) of copies of any detailed audit reports, management letters, or recommendations submitted to the independent director or CRO of any Debtor Borrower by independent accountants in connection with the books or accounts of any Debtor Borrower; and

c. provide the NOLA DIP Lender with weekly updates on the uses of capital expenditures on the NOLA Properties and any sale process (including, without limitation, full copies of any preliminary and final bids received).

17. **Reservation of Rights of the NOLA DIP Lender, Prepetition First Lien Lenders, and CKD Penn.** Subject only to the Carve-Out, notwithstanding any other provision in this Interim Order, the DIP Term Sheet, or the other DIP Loan Documents to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) any of the rights of any of the Prepetition First Lien Lenders of CKD Penn to seek any other or supplemental relief in respect of the Debtor Borrowers including the right to seek additional adequate protection at and following the Final Hearing; *provided* that any such further or different adequate protection shall at all times be subordinate and junior to the Carve-Out and the claims and liens of the NOLA DIP Lender granted under this Interim Order, the DIP Term Sheet, and the other DIP Loan Documents; (b) any of the rights of the NOLA DIP Lender or the Prepetition First Lien Lenders under the DIP

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Term Sheet, the DIP Loan Documents, the Prepetition First Lien Loans, the CKD Prepetition Junior Lien Mortgage, any intercreditor agreement, or the Bankruptcy Code or under non-bankruptcy law (as applicable), including, without limitation, the right of any of the NOLA DIP Lender, the Prepetition First Lien Lenders or CKD Penn to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Chapter 11 Cases, conversion of any of the Chapter 11 Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers in any of the Cases, or (iii) seek to propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable, or otherwise) of any of the NOLA DIP Lender, the Prepetition First Lien Lenders or CKD Penn. The delay in or failure of the NOLA DIP Lender, the Prepetition First Lien Lenders and/or CKD Penn to seek relief or otherwise exercise their rights and remedies shall not constitute a waiver of any of the NOLA DIP Lender, the Prepetition First Lien Lenders or CKD Penn's rights and remedies. For all adequate protection purposes throughout the Chapter 11 Cases, each of the Prepetition First Lien Lenders and CKD Penn shall be deemed to have requested relief from the automatic stay and adequate protection for any Diminution in Value from and after the Petition Date. For the avoidance of doubt, such request will survive termination of this Interim Order.

18. **Reservation of Third-Party Rights and Bar of Challenges and Claims.**

a. The Debtors stipulations, admissions, waivers, releases, and indemnities contained in this Interim Order, shall be binding upon all other parties interest, including,

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without limitation, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases and any other person or entity acting or seeking to act on behalf of the Debtors' estates, including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors, in all circumstances and for all purposes unless: (i) such committee or any other party in interest with requisite standing (subject in all respects to any agreement or applicable law that may limit or affect such entity's right or ability to do so) has timely filed an adversary proceeding or contested matter (subject to the limitations contained herein, including, *inter alia*, in this paragraph) by the earlier of (a) the deadline to object to confirmation of the Debtors' plan of reorganization or (b) except as to any Official Committee, sixty (60) calendar days after entry of the Interim Order, and in the case of any such adversary proceeding or contested matter filed by the Official Committee, forty-five (45) calendar days after the appointment of such Official Committee (the "**Challenge Period**"), (a) the validity, enforceability, extent, priority, or perfection of the mortgages, security interests, and liens of the Prepetition First Lien Lenders and CKD Penn; (b) the validity or enforceability of any releases or indemnities in favor of the DIP Lender or Prepetition First Lien Lenders contained in this Interim Order; or (c) the validity, enforceability, allowability, priority, secured status, or amount of the Prepetition First Lien Obligations and CKD Penn Prepetition Junior Liens (any such claim, a "**Challenge**"); and there is a final non-appealable order in favor of the plaintiff sustaining any such Challenge in any such timely filed adversary proceeding or contested matter; *provided, however*, that any pleadings filed in connection with any Challenge shall set forth with specificity the basis for such challenge

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or claim and any challenges or claims not so specified prior to the expiration of the Challenge Period shall be deemed forever, waived, released and barred.

b. If no such Challenge is timely and properly filed during the Challenge Period or the Court does not rule in favor of the plaintiff in any such proceeding then: (i) the Debtors' stipulations, admissions, agreements and releases with respect to the Releasees contained in this Interim Order shall be binding on all parties in interest; (ii) the Prepetition First Lien Obligations and any obligations arising from the CKD Penn Prepetition Junior Mortgage shall constitute allowed claims, not subject to counterclaim, setoff, recoupment, reduction, subordination, recharacterization, defense, or avoidance for all purposes in the Chapter 11 Cases, and any subsequent chapter 7 case(s); (iii) the Prepetition First Priority Liens and CKD Penn Prepetition Junior Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, and perfected secured claims, not subject to recharacterization, subordination, or avoidance; and (iv) the Prepetition First Lien Obligations and any obligations arising from the CKD Penn Prepetition Junior Mortgage shall not be subject to any other or further claim or challenge by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party in interest acting or seeking to act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors) and any defenses, claims, causes of action, counterclaims and offsets by any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases or any other party acting or seeking to

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act on behalf of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any chapter 7 trustee or chapter 11 trustee or examiner appointed or elected for any of the Debtors), whether arising under the Bankruptcy Code or otherwise, against any of the Releasees arising out of or relating to any of the Prepetition First Lien Obligations and any obligations arising from the CKD Penn Prepetition Junior Mortgage and the Prepetition Collateral shall be deemed forever waived, released and barred.

c. If any such Challenge is timely filed during the Challenge Period, the stipulations, admissions, agreements and releases with respect to the Releasees contained in this Interim Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any statutory or nonstatutory committee appointed or formed in the Chapter 11 Cases and on any other person or entity, except to the extent that such stipulations, admissions, agreements and releases were expressly and successfully challenged in such Challenge as set forth in a final, non-appealable order of a court of competent jurisdiction. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any statutory or non-statutory committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition First Lien Obligations and any obligations arising from the CKD Penn Prepetition Junior Mortgage, and any ruling on standing, if appealed, shall not stay or otherwise delay the Chapter 11 Cases or confirmation of any plan of reorganization.

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19. **Maturity Date.** Consistent with the DIP Term Sheet, the DIP Facility's maturity date ("**Maturity Date**") shall be the earliest to occur of (i) October 30, 2025; (ii) the closing date following entry of one or more final orders approving the NOLA Restructuring Transaction (as defined in the DIP Term Sheet); (iii) the acceleration of any outstanding DIP Loan following the occurrence of an Event of Default; (iv) the filing of a plan which is inconsistent with terms of the DIP Term Sheet or the DIP Loan Documents; or (v) entry of an order by the Bankruptcy Court in the Chapter 11 Cases either (a) dismissing the Chapter 11 Cases or converting one or more Chapter 11 Cases to Chapter 7 of the Bankruptcy Code, (b) declining to authorize or approve the DIP Liens, or (c) appointing a Chapter 11 trustee or an examiner with enlarged powers relating to the operation of the business of the Debtor Borrowers (*i.e.*, powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code), in each case without the consent of the NOLA DIP Lender; *provided, however*, that to the extent that the Debtor Borrowers effectuate a NOLA Restructuring Transaction as a sale under section 363 of the Bankruptcy Code, rather than under the Chapter 11 Plan, the Maturity Date shall be abated pending confirmation of the Chapter 11 Plan and consummation of the Chapter 11 Plan. All amounts outstanding under the DIP Facility shall be due and payable in full, and the DIP Commitments thereunder shall terminate, on the Maturity Date.

20. **Events of Default.** The occurrence of any of the following events shall constitute an "Event of Default" under the DIP Term Sheet:

a. the Debtor Borrowers' failure to make debt-service or other payments

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when due hereunder;

- b. the Debtor Borrowers' failure to make deposits into the reserves established under the DIP Term Sheet;
- c. the Debtor Borrowers' failure to satisfy any material obligations set forth in the DIP Term Sheet and/or any related DIP Loan Documents;
- d. any action by the U.S. Department of Justice to initiate forfeiture proceedings against any asset owned either partially or entirely by any Debtor Borrower;
- e. failure by the Debtor Borrowers to challenge the validity of any prepetition mortgage on Debtor RH Lakewind East LLC granted to CIF;
- f. failure by the Debtor Borrowers to make payments consistent with the DIP Term Sheet and Approved Budget, subject to permitted variances;
- g. failure by the Debtor Borrowers to file and confirm a chapter 11 plan in accordance with the applicable milestones;
- h. the confirmation of a chapter 11 plan inconsistent with the DIP Term Sheet; and
- i. the filing of a motion for the sale under section 363 of the Bankruptcy Code of the NOLA Properties that is inconsistent with the DIP Term Sheet.

21. **Remedies Upon Event of Default.** Upon the occurrence of and during the continuance of an Event of Default, (i) the Debtor Borrowers shall be bound by all restrictions, prohibitions and other terms as provided in this Interim Order and the DIP Term Sheet, and (ii)

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the NOLA DIP Lender, shall be entitled to take any act or exercise any right or remedy as provided in this Interim Order or the DIP Term Sheet, including, without limitation, suspending or immediately terminating the DIP Facility; *provided, however*, that in the case of the enforcement of rights pursuant to this paragraph, the NOLA DIP Lender shall provide counsel to the Debtors, counsel to any Official Committee (if one exists), counsel to the Ad Hoc Group of Holders of Crown Capital Notes, and the U.S. Trustee with five (5) business days' prior written notice (such period, the "**Remedies Notice Period**"). Immediately upon the expiration of the Remedies Notice Period, the Court shall hold an emergency hearing when the Court is available (the "**Enforcement Hearing**") at which the Debtors, any Official Committee, and/or any other party in interest shall be entitled to seek a determination from the Court solely as to whether an Event of Default has occurred, and at the conclusion of the Enforcement Hearing, the Court may fashion an appropriate remedy that is consistent with the terms of this Interim Order. Notwithstanding anything to the contrary herein, no enforcement rights set forth in this paragraph shall be exercised prior to the Court holding an Enforcement Hearing, subject to Court availability, and the expiration of the Remedies Notice Period, and the Remedies Notice Period shall not expire until the conclusion of the Enforcement Hearing and the issuance of a ruling by the Court if such Enforcement Hearing is conducted by the Court.

22. ***Automatic Stay Modified.*** The automatic stay provisions of section 362 of the Bankruptcy Code hereby are, to the extent applicable, vacated, and modified to the extent

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necessary without the need for any further order of this Court, to permit: (a) the Debtor Borrowers to grant the DIP Liens and the Superpriority Claims, and to perform such acts as the NOLA DIP Lender may request to assure the perfection and priority of the DIP Liens; (b) the Debtor Borrowers to incur all liabilities and obligations, including all of the DIP Obligations, to the NOLA DIP Lender as contemplated under this Interim Order and the DIP Term Sheet; (c) the Debtor Borrowers to grant the Adequate Protection Liens; (d) the Debtor Borrowers to pay all amounts required hereunder and under the DIP Term Sheet; (e) the NOLA DIP Lender to retain and apply payments made in accordance with the terms of this Interim Order and the DIP Term Sheet; (f) subject to the paragraph 21 of this Interim Order and the Remedies Notice Period, the NOLA DIP Lender to exercise, upon the occurrence and during the continuance of any Event of Default, all rights and remedies provided for in this Interim Order, the DIP Term Sheet, or applicable law; (g) to perform under this Interim Order and the DIP Term Sheet, and to take any and all other actions that may be required, necessary, or desirable for the performance by the Debtor Borrowers under this Interim Order and the DIP Term Sheet and the implementation of the transactions contemplated hereunder and thereunder, and (h) the implementation of all of the terms, rights, benefits, privileges, remedies, and provisions of this Interim Order and the DIP Term Sheet.

23. **Subsequent Reversal or Modification.** This Interim Order is entered pursuant to section 364 of the Bankruptcy Code, and Bankruptcy Rules 4001(b) and (c), granting the NOLA DIP Lender all protections afforded by section 364(e) of the Bankruptcy Code. If any or all of

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the provisions of this Interim Order are hereafter reversed, modified, vacated or stayed, that action will not affect (i) the validity of any obligation, indebtedness, or liability incurred hereunder by any of the Debtor Borrowers to the NOLA DIP Lender, prior to the date of receipt by the NOLA DIP Lender of written notice of the effective date of such action or (ii) the validity and enforceability of any lien, claim, or priority authorized or created under the DIP Term Sheet and this Interim Order. Notwithstanding any such reversal, stay, modification, or vacatur, any postpetition indebtedness, obligation, or liability incurred by any of the Debtor Borrowers to the NOLA DIP Lender, prior to written notice to the NOLA DIP Lender of the effective date of such action, shall be governed in all respects by the original provisions of this Interim Order and the NOLA DIP Lender shall be entitled to all the rights, remedies, privileges, and benefits granted herein and in the DIP Term Sheet with respect to all such indebtedness, obligations, or liability.

24. **Collateral Rights.** In the event that any person or entity that holds a lien or security interest in Collateral of the Debtor Borrowers or their estates that is junior or subordinate to the DIP Liens and Adequate Protection Liens in such Collateral of the Debtor Borrowers or their estates receives or is paid the proceeds of such Collateral of the Debtor Borrowers or their estates, or receives any other payment with respect thereto from any other source, prior to indefeasible payment in full in cash and the complete satisfaction of all DIP Obligations under the DIP Term Sheet and this Interim Order, and termination of the commitments in accordance with the DIP Term Sheet and this Interim Order, such junior or subordinate lienholder shall be deemed to have received, and shall hold, the proceeds of any such

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Collateral of the Debtor Borrowers or their estates in trust for the NOLA DIP Lender, CKD or CIF, as applicable, and shall immediately turnover such proceeds to the NOLA DIP Lender, CKD or CIF, as applicable, for application in accordance with the DIP Term Sheet and this Interim Order.

25. **Release and Indemnity.**

a. In consideration of and as a condition to the NOLA DIP Lenders making the DIP Loan available under the DIP Term Sheet and DIP Loan Documents, the consent by the Prepetition First Lien Lenders and CKD Penn to the use of Cash Collateral and to have their liens primed as specifically set forth herein, and providing other credit and financial accommodations to the Debtor Borrowers pursuant to the provisions of this Interim Order, the DIP Term Sheet, and the DIP Loan Documents (including the Carve-Out provisions), each Debtor, on behalf of itself, and successors and assigns ~~and its Estate~~ (collectively, the “Releasors”), hereby absolutely releases and forever discharges and acquits the Releasees of and from any and all Released Claims of every kind, name, nature and description, known or unknown, foreseen or unforeseen, matured or contingent, liquidated or unliquidated, primary or secondary, suspected or unsuspected, both at law and in equity, including, without limitation, any so-called “lender liability” claims or defenses, that any Releasor may now or hereafter own, hold, have, or claim to have against the Releasees, or any of them for, upon, or by reason of any nature, cause, or thing whatsoever that arose or may have arisen at any time on or prior to the date of this Interim Order, arising out of, relating to, or in connection with, any of the Prepetition

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First Priority Liens, CKD Penn Prepetition Junior Liens, Prepetition First Lien Obligations, any obligations with respect to the CKD Penn Guaranty, the CKD Penn Prepetition Junior Mortgage, the DIP Facility, the DIP Term Sheet, the DIP Loan Documents or the DIP Obligations. In addition, upon the indefeasible payment and satisfaction in full of all DIP Obligations owed to the NOLA DIP Lender by the Debtor Borrowers, and termination of the rights and obligations arising under this Interim Order, the Final Order, the DIP Term Sheet and the DIP Loan Documents (which payment and termination shall be on terms and conditions acceptable to the NOLA DIP Lender), the NOLA DIP Lender shall be automatically deemed to be absolutely and forever released and discharged from any and all obligations, liabilities, actions, duties, responsibilities, commitments, claims, and causes of action arising, occurring in connection with, or related to the DIP Term Sheet and DIP Loan Documents, this Interim Order, or the Final Order (whether known or unknown, direct or indirect, matured or contingent, foreseen or unforeseen, due or not due, primary or secondary, liquidated or unliquidated).

b. Subject to and effective upon entry of the Final Order granting such relief, and the rights and limitations of any third party under paragraph 18 of this Interim Order, the Debtors hereby absolutely, unconditionally, and irrevocably covenants and agrees with each Releasee that it will not sue (at law, in equity, in any regulatory proceeding, or otherwise) any Releasee on the basis of any Released Claim that has been released and discharged by such Debtor. If any Debtor violates the foregoing covenant, the Debtor agrees to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees

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and costs incurred by any Releasee as a result of such violation.

c. Subject to entry of the Final Order and the rights and limitations of any third party under paragraph 18 of this Interim Order, the Debtors hereby agree to protect, defend, indemnify, and hold harmless the Releasees for, from and against any and all claims, suits, liabilities, losses, costs, expenses (including reasonable, out-of-pocket attorneys' fees and costs) imposed upon or incurred by or asserted against any Releasee arising out of or relating to the Debtor (and any subsidiaries or affiliates), prior loans, mortgages, all Avoidance Actions, the DIP Term Sheet, the DIP Loan Documents or the transactions contemplated thereby, except for those arising out of the willful misconduct or gross negligence of the Releasees as determined by a non-appealable court order.

d. Notwithstanding anything to the contrary herein, Moshe (Mark) Silber, Frederick Schulman, or any relative of either Moshe (Mark) Silber or Frederick Schulman, or any entity that is directly or indirectly owned or controlled by Moshe (Mark) Silber or Frederick Schulman, or any relative or affiliate of Moshe (Mark) Silber or Frederick Schulman, shall not be released or indemnified under this Interim Order, and no claims or causes of action against such parties shall be Released Claims under this Interim Order or otherwise without further order of the Court.

26. **No Third-Party Beneficiary.** Except as explicitly set forth herein, no rights are created hereunder for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

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27. **Rights Under Section 363(k)**. The full amount of the DIP Obligations may be used to “credit bid” for the assets and property of the Debtor Borrowers as provided for in section 363(k) of the Bankruptcy Code, in accordance with the terms of the DIP Term Sheet and this Interim Order without the need for further Court order authorizing the same.

28. **Limitation on Charging Expenses Against DIP Collateral**. Effective as of the Petition Date but subject to [and effective upon](#) entry of the Final Order [granting such relief](#) and the terms thereof, no expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral (except to the extent of the Carve-Out) or the NOLA DIP Lender, pursuant to sections 105(a) or 506(c) of the Bankruptcy Code or any similar principle of law or equity, without the prior written consent of the NOLA DIP Lender, and no such consent shall be implied from any other action, inaction, or acquiescence by the NOLA DIP Lender.

29. **No Marshaling**. Effective as of the Petition Date but subject to [and effective upon](#) entry of the Final Order [granting such relief](#) and the terms thereof, the NOLA DIP Lender shall not be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral, and the proceeds of the DIP Collateral shall be received and applied pursuant to this Interim Order and the DIP Term Sheet; *provided, however*, that the NOLA DIP Lender shall use commercially reasonable efforts to (i) with respect to the New Money Loans, satisfy the New Money Loans *first* with all proceeds from the DIP Collateral

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except proceeds derived from Avoidance Actions and *second* with proceeds from Avoidance Actions, and (ii) with respect to the Roll-Up Term Loans, satisfy the Roll-Up Term Loans *first* with all proceeds from the DIP Collateral except proceeds derived from any Avoidance Action asserted against the NOLA DIP Lender and *second* to proceeds from any Avoidance Action asserted against the NOLA DIP Lender.

30. ***Equities of the Case.*** The NOLA DIP Lender shall be entitled to all the rights and benefits of section 552(b) of the Bankruptcy Code with respect to proceeds, product, offspring, or profits of any of the DIP Collateral, and, effective as of the Petition Date but subject to and effective upon entry of the Final Order granting such relief and the terms thereof, the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the NOLA DIP Lender with respect to proceeds, product, offspring, or profits of any of the DIP Collateral.

31. ***Conversion Option.*** Notwithstanding anything in the DIP Term Sheet to the contrary, subject to approval by the Court (at a hearing to confirm the Chapter 11 Plan or otherwise) after notice and a hearing and subject to the rights of parties in interest to object, the Debtor Borrowers may seek to effectuate a sale, recapitalization, reorganization, or other transaction (whether in a single transaction or a series of transactions) related to the NOLA Debtors and its real estate assets and related operating assets (the “**NOLA Restructuring Transaction**”) under section 363 of the Bankruptcy Code or under the Chapter 11 Plan. To the extent that a NOLA Restructuring Transaction is not approved by the Court under section 363 of

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the Bankruptcy Code prior to confirmation of the Chapter 11 Plan, the Debtor Borrowers may, subject to approval by the Court (at a hearing to confirm the Chapter 11 Plan or otherwise) after notice and a hearing and subject to the rights of parties in interest to object, with the NOLA DIP Lender's consent, effectuate a NOLA Restructuring Transaction under the Chapter 11 Plan. To the extent that the NOLA DIP Lender sponsors the NOLA Restructuring Transaction (as an asset acquirer, plan sponsor, or other similar capacity), the Debtor Borrowers may, subject to approval by the Court as part of confirmation of the Chapter 11 Plan, implement such transaction through the Chapter 11 Plan. In connection with the NOLA Restructuring Transaction, the NOLA DIP Lender shall have the option, exercisable at its sole discretion, to convert all or a portion of the outstanding principal amount of the DIP Loan, including any accrued but unpaid interest, into shares of a newly created series of preferred equity in the NOLA Debtors or other Debtor Borrowers, or any reorganized Debtor (the "**Preferred Equity**"), in a manner acceptable to the Debtor Borrowers and the NOLA DIP Lender. In the event any portion of NOLA DIP Lender's debt is converted into any form of equity (i.e., common shares or preferred shares), the NOLA DIP Lender or an affiliated entity shall be the general partner/managing member of such newly formed ownership entity.

32. ***Final Hearing.*** The Final Hearing on the Motion shall be held on June 17, 2025, at ~~1:00 p.m.~~ [1:00 p.m.](#), prevailing Eastern time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern time, on June 10, 2025, and shall be served on: (a) the Debtors; (b) proposed counsel to the Debtors, White &

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Case LLP, 111 S. Wacker Dr., Chicago, IL 60606, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com), Adam T. Swingle (adam.swingle@whitecase.com), and Barrett Lingle (barrett.lingle@whitecase.com); (c) counsel to the Kelly Hamilton DIP Lender, Lippes Mathias LLP, 54 State Street, Suite 1001, Albany, New York 12207, Attn: Leigh A. Hoffman (lhoffman@lippes.com); (d) counsel to the NOLA DIP Lender, ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, NY 10019, Attn: Scott B. Lepene (scott.lepene@afslaw.com) and Brett D. Goodman (brett.goodman@afslaw); (e) counsel to the Ad Hoc Group of Holders of Crown Capital Notes, Faegre Drinker Biddle & Reath LLP, 1177 Avenue of the Americas, 41st Floor, New York, New York 10036, Attn: James H. Millar (james.millar@faegredrinker.com) and Michael P. Pompeo (michael.pompeo@faegredrinker.com); (f) the United States Trustee, One Newark Center, Suite 2100 Newark, New Jersey 07102, Attn: Jeffrey M. Sponder (jeffrey.m.sponder@usdoj.gov); and [Lauren Bielskie \(lauren.bielskie@usdoj.gov\)](mailto:lauren.bielskie@usdoj.gov); (g) counsel to any Official Committee (if any), (h) counsel to the Ad Hoc Group of Holders of Crown Capital Notes; and (i) any party filing a request for service under Bankruptcy Rule 2002 in these cases. In the event no objections to entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without need for the Final Hearing.

33. ***Headings.*** Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

34. ***Conflicts.*** To the extent there exists any conflict among the terms and conditions

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of the Motion, the DIP Term Sheet, or this Interim Order, the terms and conditions of this Interim Order shall govern and control.

35. ***Effect of this Interim Order.*** This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable immediately upon execution hereof, notwithstanding Bankruptcy Rules 6003 or 6004 or any other statute, rule, or provision to the contrary.

36. ***CIF Dismissal Motion.*** Entry of this Interim Order is without prejudice to the Court's consideration and adjudication of the *Motion to Dismiss the Chapter 11 Case of RH Lakewind East LLC* [Docket No. 87] (the "***CIF Dismissal Motion***"). The rights of the Debtors and all parties in interest with respect to the CIF Dismissal Motion (including any remedy with respect to the effect that dismissal of the Chapter 11 Case of RH Lakewind East LLC may have on the relief requested by the Motion under the Interim Order), are reserved in all respects.

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