

Fill in this information to identify the case:Debtor CBRM Realty Inc.United States Bankruptcy Court for the: _____ District of New Jersey
(State)Case number 25-15343**Modified Official Form 410
Proof of Claim****04/25**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Cattaraugus County Bank</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	☒ No ☐ Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Cattaraugus County Bank</u> <u>Steven Swanson</u> <u>120 Main Street</u> <u>Little Valley, NY 14755, United States</u> Contact phone <u>716-988-3038</u> Contact email <u>steve.swanson@countonccb.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>Cattaraugus County Bank</u> <u>Mark Peters</u> <u>120 Main Street</u> <u>Little Valley, NY 14755, United States</u> Contact phone <u>716-938-9128</u> Contact email <u>mpeters@countonccb.com</u>
4. Does this claim amend one already filed?	☒ No ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	☒ No ☐ Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	☒ No ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim?	\$ <u>See addendum</u> . Does this amount include interest or other charges? ☐ No ☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>See addendum</u>
9. Is all or part of the claim secured?	☒ No ☐ Yes. The claim is secured by a lien on property. Nature or property: ☐ Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . ☐ Motor vehicle ☐ Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % ☐ Fixed ☐ Variable
10. Is this claim based on a lease?	☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	☒ No ☐ Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/24/2025
MM / DD / YYYY

/s/Steven Swanson
Signature

Print the name of the person who is completing and signing this claim:

Name Steven Swanson
First name Middle name Last name

Title CLO/SVP

Company Cattaraugus County Bank
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 523-2941 | International 001-310-823-9000

Debtor: 25-15343 - CBRM Realty Inc. District: District of New Jersey, Trenton Division		
Creditor: Cattaraugus County Bank Steven Swanson 120 Main Street Little Valley, NY, 14755 United States Phone: 716-988-3038 Phone 2: Fax: Email: steve.swanson@countonccb.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Disbursement/Notice Parties: Cattaraugus County Bank Mark Peters 120 Main Street Little Valley, NY, 14755 United States Phone: 716-938-9128 Phone 2: Fax: E-mail: mpeters@countonccb.com DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: See addendum	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: See addendum	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Steven Swanson on 24-Jul-2025 1:58:19 p.m. Pacific Time Title: CLO/SVP Company: Cattaraugus County Bank		

**ADDENDUM TO THE PROOF OF CLAIM OF PURCHASER PURSUANT TO THAT
CERTAIN 6.75% SENIOR UNSECURED NOTE PURCHASE AGREEMENT AND 8.00%
SENIOR UNSECURED NOTE PURCHASE AGREEMENT**

1. **Name of Claimant.** This claim (this “Proof of Claim”) is made by Cattaraugus County Bank (“Claimant”), as a Purchaser pursuant to (i) that certain Note Purchase Agreement dated as of March 2, 2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with its provisions, the “6.75% Senior Unsecured Note Purchase Agreement”), by and between Crown Capital Holdings LLC, a Delaware limited liability company (the “Issuer”), CBRM Realty Inc., a New York corporation (the “Parent Guarantor”), the Subsidiary Guarantors¹ named on Schedule B thereto (the “Subsidiary Guarantors,” and, collectively with the Parent Guarantor, the “Guarantors” and the Guarantors, collectively with the Issuer, the “Transaction Entities”), and the several Purchasers party thereto (the “6.75% Note Purchasers” and each a “6.75% Note Purchaser”), and (ii) that certain Note Purchase Agreement dated as of June 1, 2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with its provisions, the “8.00% Senior Unsecured Note Purchase Agreement,” and together with the 6.75% Senior Unsecured Note Purchase Agreement, the “Note Purchase Agreements”, and each a “Note Purchase Agreement”), by and between the Transaction Entities and the several Purchasers party thereto (the “8.00% Note Purchasers” and each a “8.00% Note Purchaser,” and together with the 6.75% Note Purchasers, the “Purchasers”). Claimant files this Proof of Claim on behalf of itself, as a 6.75% Note Purchaser and 8.00% Note Purchaser.

2. **Claim Acquisition.** This Proof of Claim has not been acquired by any other party.

3. **Name and Address Where Notices and Payments to the Creditor Should Be Sent.** Send all court orders, notices, and payment to:

¹ The Subsidiary Guarantors include Debtor RH New Orleans Holdings MM LLC and various Non-Debtor entities.

Cattaraugus County Bank
120 Main Street
Little Valley, NY 14755
Attn: Mark Peters - CFO
Email: Mark.peters@countonccb.com

4. **Claim Amendment.** This Proof of Claim does not amend any previously filed claim.

5. **Prior Filing.** Claimant is not aware of any proof of claim having already been filed for its claim.

6. **Last Four Digits of Any Number by Which Creditor Identifies the Debtor.** Not applicable.

7. **Amount of Proof of Claim.** As of May 19, 2025 (the “Petition Date”), the Debtors are justly and lawfully indebted and liable, without objection, defense, counterclaim, or offset of any kind, to the Claimant under (i) the 6.75% Senior Unsecured Note Purchase Agreement in the aggregate amount of not less than \$500,000.00 and (ii) the 8.00% Senior Unsecured Note Purchase Agreement in the aggregate amount of not less than \$1,000,000.00, with respect to the loans provided thereunder (on account of principal), plus accrued and accruing and unpaid interest (both before and after the Petition Date, including at the default rate), interest late fees, other fees and expenses, and all other obligations under the Note Purchase Agreements, respectively, including any and all attorneys’, accountants’, consultants’, appraisers’ and financial and other advisors’ fees that are chargeable or reimbursable under the Note Purchase Agreements, respectively (the “Obligations”).

This Proof of Claim asserts a claim for all amounts, whether liquidated or unliquidated, contingent or noncontingent, due and owing, under or relating to the Note Purchase Agreements, and any and all related and ancillary agreements, documents, or instruments and under state, federal, and common law, on behalf of Claimant and the Note Purchase Agreements, including,

but not limited to, principal, premiums, interest, default interest, charges, disbursements, fees, costs, expenses, indemnifications, damages, and any other claims or obligations of any kind, outstanding as of, and arising from and after the Petition Date. This Proof of Claim also includes claims against the Debtors for any damages resulting from the breach or violations of the Note Purchase Agreements and any and all claims arising under common law, tort, contract or securities law, state law or federal law.

8. **Basis for Proof of Claim.** Claimant is a Purchaser under the Note Purchase Agreements, under which an amount of no less than \$1,500,000.00 in Obligations remain outstanding. This Proof of Claim is evidenced by, among other things, the Note Purchase Agreements and all related documents. Copies of the Note Purchase Agreements and related documents are in Claimant's possession and are available upon request by a party in interest.

9. **Unsecured Claim.** Pursuant to the Note Purchase Agreements, the Obligations owed to the Claimant are unsecured.

10. **Lease.** This Proof of Claim is not based on a lease.

11. **Setoff.** This Proof of Claim is not subject to a right of setoff.

12. **Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a).** This Proof of Claim is not entitled to priority under section 507(a) of the Bankruptcy Code.

13. **Amount of Claim Entitled to Priority Under 11 U.S.C. § 503(b)(9).** This Proof of Claim is not entitled to administrative priority under section 503(b)(9) of the Bankruptcy Code.

RESERVATION OF RIGHTS

14. This Proof of Claim is filed pursuant to Rule 3003 of the Federal Rules of Bankruptcy Procedure under compulsion of the bar date established in this case and is filed to protect Claimant from potential forfeiture of claim by reason of said bar date. Claimant expressly

reserves its right to replace, amend, or supplement this Proof of Claim to include any claim at law or in equity. The filing of this Proof of Claim shall not be deemed a waiver of any claim in law or in equity that Claimant may have against the Debtors or others, including, but not limited to, administrative or other priority claims, the right to seek additional adequate protection, or the right to assert claims that are otherwise warranted in any related action. Furthermore, nothing contained herein shall be construed as a waiver of any rights or remedies of Claimant with respect to any other claims against any party other than the Debtors.

15. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a consent by Claimant to the jurisdiction of this Court with respect to the subject matter of the prepetition obligations, any objection, or other proceeding commenced in this case or otherwise involving Claimant; (b) a waiver of the rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein; (c) a waiver or release of Claimant's right to trial by jury, or a consent to trial by jury, in this or any other court; (d) a waiver of Claimant's right to have final orders in non-core matters entered only after de novo review by a United States District Court Judge; or (e) a waiver of any right to (i) withdraw the reference, or otherwise challenge the jurisdiction of this Court, with respect to the subject matter of this Proof of Claim, any objection or other proceeding commenced in this case against or otherwise involving Claimant; or (ii) assert that the reference has already been withdrawn with respect to the subject matter of this Proof of Claim, any objection, or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Claimant.

16. Claimant specifically reserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against Claimant by the Debtors, any of its successors and assigns, or by any trustee for the estate of the Debtors.