

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?	Faegre Drinker Biddle and Reath LLP	
	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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Faegre Drinker Biddle and Reath LLP Diego M. Carlson 1800 Century Park East, Ste. 1500 Los Angeles, CA 90067	Faegre Drinker Biddle and Reath LLP James H. Millar 1177 Avenue of the Americas, 43rd Floor New York, NY 10036
	Contact phone <u>310-203-4011</u>	Contact phone <u>212-248-3264</u>
	Contact email <u>See summary page</u>	Contact email <u>james.millar@faegredrinker.com</u>
	Uniform claim identifier (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?

\$ 1447687.21

. 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.

See addendum

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 *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ 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 07/25/2025
MM / DD / YYYY

/s/James H. Millar
Signature

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

Name James H. Millar
First name Middle name Last name

Title Partner

Company Faegre Drinker Biddle and Reath LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1177 Avenue of the Americas, 41st Floor, New York, NY, 10036

Contact phone 212-248-3264 Email james.millar@faegredrinker.com



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: Faegre Drinker Biddle and Reath LLP Diego M. Carlson 1800 Century Park East, Ste. 1500 Los Angeles, CA, 90067 Phone: 310-203-4011 Phone 2: Fax: Email: diego.carlson@faegredrinker.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: Faegre Drinker Biddle and Reath LLP James H. Millar 1177 Avenue of the Americas, 43rd Floor New York, NY, 10036 Phone: 212-248-3264 Phone 2: Fax: E-mail: james.millar@faegredrinker.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: 1447687.21	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:

James H. Millar on 25-Jul-2025 3:09:54 p.m. Pacific Time

Title:

Partner

Company:

Faegre Drinker Biddle and Reath LLP

Optional Signature Address:

1177 Avenue of the Americas, 41st Floor

New York, NY, 10036

Telephone Number:

212-248-3264

Email:

james.millar@faegredrinker.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

CBRM Realty Inc., *et al.*,
Debtors.¹

Chapter 11

Case No. 25-15343 (MBK)

(Jointly Administered)

ADDENDUM TO PROOF OF CLAIM

Faegre Drinker Biddle & Reath LLP (“Faegre Drinker” or “Claimant”) hereby submits the following addendum in support of its proofs of claim (the “Claims”) against the above-captioned debtors (the “Debtors”).

1. Prior to the filing of these Chapter 11 Cases, Faegre Drinker, as counsel to certain noteholders², performed work related to the negotiation and drafting of that certain Forbearance Agreement, originally dated August 29, 2024, by and among Crown Capital Holdings LLC (the “Issuer”), CBRM Realty Inc. (the “Parent Guarantor”), and the Subsidiary Guarantors named on Schedule A attached thereto (the “Subsidiary Guarantors,” and together with the Issuer and the Parent Guarantors, the “Transaction Entities”), and the Purchasers set forth on the signature pages

¹ The Debtors in these chapter 11 cases (the “Chapter 11 Cases”), along with the last four digits of each Debtor’s federal tax identification number, are: CBRM Realty Inc. (2420), Crown Capital Holdings LLC (1411), Kelly Hamilton Apts LLC (9071), Kelly Hamilton Apts MM LLC (0765), RH Chenault Creek LLC (8987), RH Copper Creek LLC (0874), RH Lakewind East LLC (6963), RH Windrun LLC (0122), RH New Orleans Holdings LLC (7528), and RH New Orleans Holdings MM LLC (1951). The location of the Debtors’ service address in these chapter 11 cases is: In re CBRM Realty Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

² Faegre Drinker represents the purchasers of notes 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 Subsidiary Guarantors named on Schedule B thereto, and the several Purchasers party thereto, (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”), by and between the Transaction Entities and the several Purchasers party thereto, and (iii) that certain Note Purchase Agreement dated as of December 28, 2022 (as amended, amended and restated, supplemented, or otherwise modified from time to time in accordance with its provisions, the “12.50% Social Senior Unsecured Note Purchase Agreement,” and together with the 6.75% Senior Unsecured Note Purchase Agreement and 8.00% 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 “Purchasers”).

thereto (together with amendments thereof and supplements thereto, the “Forbearance Agreement”). The Forbearance Agreement was amended from time to time. Pursuant to Section 11.12 of the Forbearance Agreement, the Transaction Entities were obligated to pay all reasonable costs, fees and expenses incurred by the Purchasers, including the fees of Faegre Drinker (the “Fees”). In addition, Faegre Drinker is an intended third-party beneficiary of the Forbearance Agreement.

2. Faegre Drinker has a claim against the Debtors for the Fees. As of the filing of this proof of claim, the total amount of the unpaid claim for the services Faegre Drinker provided is not less than \$1,447,687.21 and such amounts that shall continue to accrue (the “Claim Amount”).

3. Faegre Drinker reserves the right (i) to amend, update, and/or supplement the Claims at any time and in any respect, and/or (ii) to file additional proofs of claim for additional claims, which may be based on the same or additional documents. The Claims are filed without prejudice to the filing by Faegre Drinker of additional proofs of claim with respect to any other liability or indebtedness of the Debtors.