

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

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*Co-Counsel to Debtors and
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In re:

CBRM REALTY INC., *et al.*,

Debtor.¹

Chapter 11

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

Re: Docket No. 587

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



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SECOND NOTICE OF FILING PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT, on September 30, 2025, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed the *Notice of Filing of Plan Supplement* [Docket No. 587] (the “**First Plan Supplement**”) to the *Modified Joint Chapter 11 Plan of Crown Capital Holdings LLC and Certain of its Debtor Affiliates* [Docket No. 501] (the “**Plan**”).²

PLEASE TAKE FURTHER NOTICE THAT the Debtors are hereby filing an addendum to the Plan Supplement (the “**Second Plan Supplement**” and together with the First Plan Supplement, the “**Plan Supplement**”),³ which includes the following documents:

<u>Exhibit</u>	<u>Document</u>
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A	Schedule of Retained Causes of Action
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A-1	(Redline) Schedule of Retained Causes of Action
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PLEASE TAKE FURTHER NOTICE THAT certain documents or portions thereof contained in the Plan Supplement remain subject to ongoing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights, subject to the terms and conditions set forth in the Plan to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before the Effective Date of the Plan, or any such other date as may be provided for in the Plan or an order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement or its amendments are subject to certain content and approval rights to the extent provided in the Plan.

PLEASE TAKE FURTHER NOTICE THAT, if you would like to obtain a copy of the Disclosure Statement, the Plan, or related documents, you should contact the Debtors’ Claims and Noticing Agent, Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”), by: (a) calling the Debtors’ restructuring hotline at (866) 523-2941 (Toll Free) or +1 (781) 575-2044 (International); (b) e-mailing Verita at cbrminfo@veritaglobal.com with a reference to “CBRM” in the subject line; or (c) writing to Verita at CBRM Realty Inc., et al. c/o Kurtzman Carson Consultants, LLC 222 N. Pacific Coast Highway, Suite 300, El Segundo CA 90245. You may also obtain copies of any pleadings filed with the Court for free by visiting the Debtors’ restructuring website, <https://www.veritaglobal.net/cbrm>, or for a fee via PACER at: <http://pacer.psc.uscourts.gov>.

[Remainder of page left intentionally blank]

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

³ **Annex 1** contains a listing of all documents filed in the First Plan Supplement.

Dated: October 8, 2025

Respectfully submitted,

/s/ Andrew Zatz

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*Co-Counsel to Debtors and
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Annex 1

I. *Notice of Filing of Plan Supplement* [Docket No. 587]

<u>Exhibit</u>	<u>Document</u>
A	NOLA Purchase Agreement
B	Rejected Executory Contract and Unexpired Lease List
C	Schedule of Retained Causes of Action
D	Schedule of Excluded Parties
E	Schedule of Transferred Subsidiaries
F	Schedule of Abandoned Entities
G	Schedule of Creditor Recovery Trust Executory Contracts

Exhibit A

Schedule of Retained Causes of Action

Schedule of Retained Causes of Action

Article IV.I of the *Modified Joint Chapter 11 Plan of Crown Capital Holdings LLC and Certain of its Debtor Affiliates* [Docket No. 501] (as may be amended, modified, revised, or supplemented from time to time, the “**Plan**”) provides that: “Prior to the Effective Date, the Debtors and, on and after the Effective Date, the Creditor Recovery Trustee, subject to the oversight, approval, consultation and consent of the Advisory Committee as set forth in the Creditor Recovery Trust Agreement, and the Wind-Down Officer, as applicable, shall retain and shall have, through their authorized agents or representatives, the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.”

Article IV.I of the Plan further provides that: “**No Person or Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Creditor Recovery Trustee or the Wind-Down Officer, as applicable, will not pursue any and all available Causes of Action.**” Without limiting the generality of Article IV.I of the Plan, the Debtors identify the following types of Causes of Action that are expressly preserved by the Debtors and the post-Effective Date Debtors after the Effective Date, solely to the extent such Causes of Action are not otherwise specifically released, settled, compromised, transferred, or assigned under the Plan or any other order of the Court.

The Debtors expressly reserve the right to alter, modify, amend, remove, augment, or supplement this Schedule of Retained Causes of Action at any time with additional Causes of Action. Failure to include any Cause of Action herein at any time shall not be a bar and shall not have any impact on the post-Effective Date Debtors’ and Creditor Recovery Trust’s rights to bring any Cause of Action not otherwise released pursuant to the Plan.

I. Claims Against Third-Parties

The Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action against all Persons or Entities that are not Released Parties, including Causes of Action that are (a) listed on Schedule 1 attached hereto; (b) based upon any contract or quasi-contract theory of liability or recovery; (c) based upon any tort theory of liability or recovery, including, without limitation, tortious interference with existing contracts, tortious interference with contractual or business relations, conversion, theft, embezzlement, conspiracy, unfair competition, misappropriation of trade secrets, self-dealing, fraud, negligence, gross negligence, willful misconduct, breach of warranty, misappropriation, or misrepresentation; (d) based upon any other legal or equitable theory of liability or recovery arising under federal, state, or other statutory or common law or otherwise, including, without limitation, breach of fiduciary duty, breach of the duty of care, breach of the duty of good faith and fair dealing, breach of the duty of loyalty, breach of the duty of candor, breach of the duty of oversight, or breach of any other duty, or aiding and abetting any such breaches of duty; (e) arising under sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; (f) for avoidance, fraudulent transfer, and similar Causes of Action pursuant to the Bankruptcy Code, state or other federal statutes, or common law; (g) for recharacterization, subordination, or disallowance of any Claim, or for setoff, counterclaim, recoupment; or (h) arising from or relating to the failure to properly oversee and govern the Debtors’ operations and finances, operational mismanagement, expenditures of company funds for personal use (including, but not limited to, self-dealing, kickbacks, and embezzlement), theft of company property, improper and excessive compensation, improper and excessive benefits, improper dealings with companies owned or controlled by the Debtors’ former equity holders (direct or indirect), officers, directors, members, managers, employees or agents, financial and accounting

mismanagement and/or impropriety, or violations of employment agreements, company agreements, or other company policies.

II. Contributed Claims

The Debtors and the post-Effective Date Debtors expressly reserve all Contributed Claims, subject to the procedures identified in Articles IV.J and IV.K of the Plan and the Ballots, which such Contributed Claims shall have been irrevocably contributed to the Creditor Recovery Trust.

III. Claims Against Professional Persons

Unless they are Released Parties or otherwise released pursuant to the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action against any outside attorneys, financial advisors, investment bankers, auditors, or other professional persons for any claims or causes of action, including, without limitation, negligence, malpractice, fraud, misrepresentation, and aiding and abetting breaches of fiduciary duty in connection with services rendered to the Debtors.

IV. Avoidance Actions

Unless otherwise released by the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action that may be brought by or on behalf of the Debtors, the post-Effective Date Debtors, their Estates, or other authorized parties in interest to avoid a transfer of property or an obligation incurred by the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 502, 510, 542, 544, 545, 547 through and including 553 of the Bankruptcy Code, and section 724(a) of the Bankruptcy Code, or under similar or related state or federal statutes or common law, including preference and fraudulent transfer laws.

V. Insurance Causes of Action

Unless otherwise released pursuant to the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Insurance Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or post-Effective Date Debtor is a party or pursuant to which any Debtor or post-Effective Date Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters.

VI. Claims Related to Tax Refunds

Unless otherwise released pursuant to the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action against federal, state, or local taxing authorities based in whole or in part upon any and all tax obligations, tax credits, refunds, offsets, or other claims to which any Debtor or post-Effective Date Debtor is a party or pursuant to which any Debtor or post-Effective Date Debtor has any rights whatsoever, including, without limitation, against or related to all federal, state, or local taxing authorities that owe or that may in the future owe money related to tax obligations, tax credits, refunds, offsets, or other claims to the Debtors or the post-Effective Date Debtors, regardless of whether such entity is specifically identified herein.

VII. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation, Including Adversary Proceedings

The Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, any adversary proceeding in these chapter 11 cases or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, regardless of whether such Entity is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, but not limited to, any claims against the Excluded Parties or any directors, officers, employees, managers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, agents, trustees, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, or other professionals and/or advisors, or any other persons or entities affiliated with the Excluded Parties.

VIII. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released pursuant to the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action against or related to all vendors, suppliers of goods and services, or similar Entities that owe or that may in the future owe money to the Debtors or post-Effective Date Debtors, regardless of whether such Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or post-Effective Date Debtors, as applicable, owe money to them.

IX. Claims Related to Contracts and Leases

Unless otherwise released pursuant to the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action based in whole or in part upon any and all contracts and leases to which any Debtor or post-Effective Date Debtor is a party or pursuant to which any Debtor or post-Effective Date Debtor has any rights whatsoever, regardless of whether such Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto, including without limitation all contracts and leases that are rejected by the Debtors, assumed pursuant to the Plan, or were previously assumed by the Debtors. The claims and Causes of Actions reserved include, without limitation, claims and Causes of Action against vendors, suppliers of goods or services, customers, landlords, utilities, promoters, banks, or any other parties, unless such claims or Causes of Action were previously released through the Plan or separate written agreement executed by the Debtors for, among other things: (a) overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) breach of contract, wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by any one or more of the Debtors; (f) environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies, or suppliers of environmental services or goods; (g) counterclaims and defenses related to any contractual obligations; (h) any turnover actions arising under section 542 or 543 of the Bankruptcy Code; (i) and unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims.

Schedule 1

Debtor	Defendant	Case Name & Number (if filed)	Court (if filed)	Nature of Action
Debtors	Moshe (Mark) Silber	-	-	Breach of fiduciary duty, claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Frederick Schulman	-	-	Aiding and abetting breach of fiduciary duty, claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Jonathan Liani	-	-	Aiding and abetting breach of fiduciary duty, claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Piper Sandler & Co.	-	-	Various tort claims
Debtors	Mayer Brown LLP	-	-	Various tort claims
Debtors	Rhodium Asset Management LLC	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Syms Construction LLC	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Rapid Improvements LLC	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort

				claims, and breach of contract
Debtors	NB Affordable Foundation Inc.	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Glade Renovations	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Landex Management (WinnCompanies)	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	NB Affordable LLC	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Lakeside Property Management	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	EVU Residential LLC	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	EVU Living LLC	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Rhodium Capital Advisors	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract

Debtors	Vecta, Inc.	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Jasper Residential	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Michelle Laguerre	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract

Exhibit A-1

(Redline) Schedule of Retained Causes of Action

Schedule of Retained Causes of Action

Article IV.I of the *Modified Joint Chapter 11 Plan of Crown Capital Holdings LLC and Certain of its Debtor Affiliates* [Docket No. 501] (as may be amended, modified, revised, or supplemented from time to time, the “**Plan**”) provides that: “Prior to the Effective Date, the Debtors and, on and after the Effective Date, the Creditor Recovery Trustee, subject to the oversight, approval, consultation and consent of the Advisory Committee as set forth in the Creditor Recovery Trust Agreement, and the Wind-Down Officer, as applicable, shall retain and shall have, through their authorized agents or representatives, the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.”

Article IV.I of the Plan further provides that: “**No Person or Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Creditor Recovery Trustee or the Wind-Down Officer, as applicable, will not pursue any and all available Causes of Action.**” Without limiting the generality of Article IV.I of the Plan, the Debtors identify the following types of Causes of Action that are expressly preserved by the Debtors and the post-Effective Date Debtors after the Effective Date, solely to the extent such Causes of Action are not otherwise specifically released, settled, compromised, transferred, or assigned under the Plan or any other order of the Court.

The Debtors expressly reserve the right to alter, modify, amend, remove, augment, or supplement this Schedule of Retained Causes of Action at any time with additional Causes of Action. Failure to include any Cause of Action herein at any time shall not be a bar and shall not have any impact on the post-Effective Date Debtors’ and Creditor Recovery Trust’s rights to bring any Cause of Action not otherwise released pursuant to the Plan.

I. Claims Against Third-Parties

The Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action against all Persons or Entities that are not Released Parties, including Causes of Action that are (a) listed on Schedule 1 attached hereto; (b) based upon any contract or quasi-contract theory of liability or recovery; (c) based upon any tort theory of liability or recovery, including, without limitation, tortious interference with existing contracts, tortious interference with contractual or business relations, conversion, theft, embezzlement, conspiracy, unfair competition, misappropriation of trade secrets, self-dealing, fraud, negligence, gross negligence, willful misconduct, breach of warranty, misappropriation, or misrepresentation; (d) based upon any other legal or equitable theory of liability or recovery arising under federal, state, or other statutory or common law or otherwise, including, without limitation, breach of fiduciary duty, breach of the duty of care, breach of the duty of good faith and fair dealing, breach of the duty of loyalty, breach of the duty of candor, breach of the duty of oversight, or breach of any other duty, or aiding and abetting any such breaches of duty; (e) arising under sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; (f) for avoidance, fraudulent transfer, and similar Causes of Action pursuant to the Bankruptcy Code, state or other federal statutes, or common law; (g) for recharacterization, subordination, or disallowance of any Claim, or for setoff, counterclaim, recoupment; or (h) arising from or relating to the failure to properly oversee and govern the Debtors’ operations and finances, operational mismanagement, expenditures of company funds for personal use (including, but not limited to, self-dealing, kickbacks, and embezzlement), theft of company property, improper and excessive compensation, improper and excessive benefits, improper dealings with companies owned or controlled by the Debtors’ former equity holders (direct or indirect), officers, directors, members,

managers, employees or agents, financial and accounting mismanagement and/or impropriety, or violations of employment agreements, company agreements, or other company policies.

II. Contributed Claims

The Debtors and the post-Effective Date Debtors expressly reserve all Contributed Claims, subject to the procedures identified in Articles IV.J and IV.K of the Plan and the Ballots, which such Contributed Claims shall have been irrevocably contributed to the Creditor Recovery Trust.

III. Claims Against Professional Persons

Unless they are Released Parties or otherwise released pursuant to the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action against any outside attorneys, financial advisors, investment bankers, auditors, or other professional persons for any claims or causes of action, including, without limitation, negligence, malpractice, fraud, misrepresentation, and aiding and abetting breaches of fiduciary duty in connection with services rendered to the Debtors.

IV. Avoidance Actions

Unless otherwise released by the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action that may be brought by or on behalf of the Debtors, the post-Effective Date Debtors, their Estates, or other authorized parties in interest to avoid a transfer of property or an obligation incurred by the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 502, 510, 542, 544, 545, 547 through and including 553 of the Bankruptcy Code, and section 724(a) of the Bankruptcy Code, or under similar or related state or federal statutes or common law, including preference and fraudulent transfer laws.

V. Insurance Causes of Action

Unless otherwise released pursuant to the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Insurance Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor or post-Effective Date Debtor is a party or pursuant to which any Debtor or post-Effective Date Debtor has any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, without limitation, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters.

VI. Claims Related to Tax Refunds

Unless otherwise released pursuant to the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action against federal, state, or local taxing authorities based in whole or in part upon any and all tax obligations, tax credits, refunds, offsets, or other claims to which any Debtor or post-Effective Date Debtor is a party or pursuant to which any Debtor or post-Effective Date Debtor has any rights whatsoever, including, without limitation, against or related to all federal, state, or local taxing authorities that owe or that may in the future owe money related to tax obligations, tax credits, refunds, offsets, or other claims to the Debtors or the post-Effective Date Debtors, regardless of whether such entity is specifically identified herein.

VII. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Possible Litigation, Including Adversary Proceedings

The Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, any adversary proceeding in these chapter 11 cases or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal or judicial or non-judicial, regardless of whether such Entity is specifically identified in the Plan, this Plan Supplement, or any amendments thereto, including, but not limited to, any claims against the Excluded Parties or any directors, officers, employees, managers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, agents, trustees, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, or other professionals and/or advisors, or any other persons or entities affiliated with the Excluded Parties.

VIII. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released pursuant to the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action against or related to all vendors, suppliers of goods and services, or similar Entities that owe or that may in the future owe money to the Debtors or post-Effective Date Debtors, regardless of whether such Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors or post-Effective Date Debtors, as applicable, owe money to them.

IX. Claims Related to Contracts and Leases

Unless otherwise released pursuant to the Plan, the Debtors and the post-Effective Date Debtors expressly reserve all Causes of Action based in whole or in part upon any and all contracts and leases to which any Debtor or post-Effective Date Debtor is a party or pursuant to which any Debtor or post-Effective Date Debtor has any rights whatsoever, regardless of whether such Entity is expressly identified in the Plan, this Plan Supplement, or any amendments thereto, including without limitation all contracts and leases that are rejected by the Debtors, assumed pursuant to the Plan, or were previously assumed by the Debtors. The claims and Causes of Actions reserved include, without limitation, claims and Causes of Action against vendors, suppliers of goods or services, customers, landlords, utilities, promoters, banks, or any other parties, unless such claims or Causes of Action were previously released through the Plan or separate written agreement executed by the Debtors for, among other things: (a) overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) breach of contract, wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts; (d) payments, deposits, holdbacks, reserves, or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor, or other party; (e) any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by any one or more of the Debtors; (f) environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies, or suppliers of environmental services or goods; (g) counterclaims and defenses related to any contractual obligations; (h) any turnover actions arising under section 542 or 543 of the Bankruptcy

Code; (i) and unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims.

Schedule 1

Debtor	Defendant	Case Name & Number (if filed)	Court (if filed)	Nature of Action
Debtors	Moshe (Mark) Silber	-	-	Breach of fiduciary duty, claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Frederick Schulman	-	-	Aiding and abetting breach of fiduciary duty, claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Jonathan Liani	-	-	Aiding and abetting breach of fiduciary duty, claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Piper Sandler & Co.	-	-	Various tort claims
Debtors	Mayer Brown LLP	-	-	Various tort claims
Debtors	Rhodium Asset Management LLC	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Syms Construction LLC	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Rapid Improvements LLC	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of

				contract
Debtors	NB Affordable Foundation Inc.	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Glade Renovations	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Landex Management (WinnCompanies)	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	NB Affordable LLC	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Lakeside Property Management	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	EVU Residential LLC	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	EVU Living LLC	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Rhodium Capital Advisors	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract

Debtors	Vecta, Inc.	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Jasper Residential	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Michelle Laguerre	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Daryl Hagler	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract
Debtors	Aaron Gittleson	-	-	Claims under chapter 5 of the Bankruptcy Code, various tort claims, and breach of contract