

APPENDIX PAGE	DOCUMENT
App. 006 – 007	Mark El-Rayes, <i>JMJ Development Obtains \$33M Loan for 2999 Turtle Creek Acquisition</i> , CONNECT CRE (Sept. 26, 2019)
App. 008 – 011	<i>In re 2999TC Acquisitions, LLC</i> , Case No. 21-31954, ECF No. 64 (N.D. Bankr. Dec. 10, 2021)
App. 012 – 017	<i>In re 2999TC Acquisitions, LLC</i> , ECF No. 5 (Verification of Creditor Matrix)
App. 018 – 018	Declaration of Joyce W. Lindauer, dated May 8, 2023

Dated: May 8, 2023

Respectfully submitted,

By: /s/ Michael J. Edney

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COUNSEL FOR TIMOTHY LYNCH BARTON

CERTIFICATE OF SERVICE

On May 8, 2023, I filed the foregoing document with the clerk of court for the U.S. District Court, Northern District of Texas. I hereby certify that I have served the document on all counsel and/or pro se parties of record by a manner authorized by Federal Rules of Civil Procedure 5(b)(2).

/s/ Michael J. Edney
Michael J. Edney

JMJ Development Announces Mandarin Oriental Hotel And Residences In Dallas

NEWS PROVIDED BY
JMJ Development →
Nov 13, 2019, 08:32 ET

DALLAS, Nov. 13, 2019 /PRNewswire/ -- MJM Development has announced it will be the developer and owner of a luxury hotel in Dallas, Texas which will be managed by the prestigious Mandarin Oriental Hotel Group. The project, which will also feature branded residences, is scheduled to open in 2022.

The development will comprise a 25-story tower located in the exclusive Turtle Creek neighborhood, one of Dallas's wealthiest and most attractive neighborhoods. The project is within close proximity to the central business district and a number of cultural attractions.

"MJM is excited to finally have the best of the best site in Texas," said Timothy L. Barton, CEO of MJM Development. "We've been working the district since 2007 and patience has paid off. Dallas is on the rise to be a top tier city and this project is what is needed to qualify for such status. MJM is dedicated to being the company that escorts Dallas to the next level in the Global market."

Mandarin Oriental, Dallas will have 176 guestrooms and suites, and four restaurants and bars. There will also be extensive meeting and function facilities and a spacious spa.

The tower will also house 100 luxurious *Residences at Mandarin Oriental* designed as some of the most exclusive homes in Dallas. Owners will enjoy Mandarin Oriental's legendary service, direct access to the hotel's facilities and a range of private resident amenities.

"We're proud Mandarin Oriental is now part of our luxury portfolio," said Mr. Barton. "This development will set a new standard for luxury service in Dallas and will offer a preferred choice to clientele who demand the finest accommodations."

"We're delighted to announce a Mandarin Oriental property in this dynamic and sought-after Dallas neighborhood, together with a premier residential project. We look forward to extending the Group's presence into one of America's most important business and leisure destinations," said James Riley, Group Chief Executive of Mandarin Oriental.

JMJ Development is a privately held real estate firm devoted to developing luxury hotels, destination resorts and exclusive branded residences. Key hospitality developments include Rosewood Mayakoba, Riviera Maya; Rosewood Las Ventanas, Los Cabos; Pueblo Bonito Pacifica, Cabo San Lucas and The Gates Luxury Condos in Avon, Colorado. The company was founded by Tim Barton in 1990 and is based in Dallas, TX. JMJ Hospitality is headed by David Messersmith. Media inquiries: pr@j mjdevelopment.com

SOURCE JMJ Development

Texas

More Regions and Sectors

Texas + Hospitality | September 26, 2019



By: Mark El-Rayes

JMJ Development Obtains \$33M Loan for 2999 Turtle Creek Acquisition

JMJ Development, with help from New York investor Madison Realty Capital, obtained \$32.5 million in financing to acquire and develop a site at 2999 Turtle Creek Blvd., north of downtown Dallas. The 2.5-acre site currently contains a two-story office building. The new owner plans to develop a five-story, 177-key hotel and 97 condominium residences.

The borrower is currently executing agreements with the flagship, five-star hotel, and finalizing construction drawings.

"This is a rare and sizable development site in one of Dallas's wealthiest and most attractive neighborhoods for residential and commercial uses," said Madison Realty Capital's Josh Zegen. "We believe the neighborhood's strong demographic and economic fundamentals, bolstered by an affluent population and a thriving office, retail, and restaurant scene, will allow the sponsor to successfully execute its development plan and capitalize on the growing need for high-end hospitality and housing in the area."



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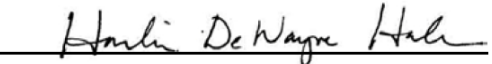
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed December 10, 2021


United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

IN RE:

2999TC ACQUISITIONS, LLC,

Debtor.

§
§
§
§
§

CASE NO. 21-31954-hdh

Chapter 11

**AGREED ORDER REGARDING MOTION TO LIFT STAY [Doc. 10]
MOTION TO DISMISS [Doc. 9], MOTION FOR SANCTIONS [Doc. 15] AND
MOTION TO ENFORCE STAY [Doc. 14]**

CAME ON FOR CONSIDERATION BY THE COURT the foregoing (the "**Contested Matters**") and referenced motions and the responses filed thereto by HNGH Turtle Creek, LLC ("**HNGH**") and 2999TC Acquisitions, LLC, the Debtor in the above-styled and numbered case ("**Debtor**" and with HNGH, the "**Parties**") and the Court, having reviewed all pleadings in this case, evidence presented, and the arguments of counsel, and having been apprised of the agreements of the Parties and having determined that entry of this Order is in the best interest of the Debtor, its creditors, and its estate, it is hereby:

ORDERED, ADJUDGED AND DECREED the HNGH's Motion to Dismiss [Doc. No. 9] is denied. It is further

ORDERED, ADJUDGED AND DECREED that the Debtor's Motion to Enforce Stay [Doc. No. 14] and Motion for Sanctions [Doc. No. 15] are denied. It is further

ORDERED, ADJUDGED AND DECREED that HNGH's Motion to Lift Stay [Doc. No. 10] is granted in part, conditioned on the terms and conditions of this Order as set forth herein. It is

further

ORDERED, ADJUDGED AND DECREED that the automatic stay shall remain in full force and effect as to HNGH through 5:00 p.m. central time, March 15, 2022, (the "**Payoff Deadline**") by which the Debtor shall make payment to HNGH in the amount set forth on Exhibit A to this Order, which exhibit is filed under seal, in full and final satisfaction of the Note (the "**Payoff Amount**"), which note shall be reinstated immediately prior to the Debtor's payment to HNGH of the Payoff Amount and counsel for HNGH shall hold the rescission deed during the pendency of the term of this Agreed Order and shall have no liability to the Debtor or any other party by way of holding such deed or releasing the deed in accordance with the terms of this Agreed Order. It is further

ORDERED, ADJUDGED AND DECREED that if the Debtor pays HNGH the Payoff Amount within the Payoff Period (the "**Payoff Event**"), then simultaneously with the Payoff Event, the Deed-in-Lieu filing, which was submitted for filing pre-petition but recorded on November 1, 2021, shall be deemed rescinded and avoided, and the Debtor shall retain all title to the Property. To effectuate this provision of this Order, the Parties shall submit and this Court shall enter an Agreed Order in Adversary Proceeding 21-03085 (the "**Adversary Proceeding**") avoiding the Deed-in-Lieu filing and recording, granting no damages to any party, and dismissing the adversary proceeding with prejudice to refiling. Also simultaneously with the occurrence of the Payoff Event, HNGH shall have and possess a \$2,000,000 Allowed Claim against the Debtor and the Debtor's estate, which Debtor shall be obligated to satisfy in full within 12 months of the Payoff Event from the first proceeds of any sale of the Debtor's assets, from a construction loan, or any equity raised in excess of the New Equity Threshold as set forth on Exhibit A to this Order, which exhibit is filed under seal, and not from debt raised by the Debtor to exclusively satisfy or make the required Consideration Payments herein, the payment of taxes, and other costs and expenses of administration of this case (the "**Allowed Claim**"). In order to provide parties in interest notice of the Allowed Claim, HNGH shall be entitled to file a UCC-1 against substantially all of the Debtor's assets, attaching this Order for reference. If the Allowed Claim is not paid in full within 12 months of the Payoff Event, then HNGH, at its sole and absolute discretion, and without recourse to any party, may convert the Allowed Claim into the senior most equity class of interests in the Debtor. It is further

ORDERED, ADJUDGED AND DECREED that as material consideration for the agreed continuation of the automatic stay from the entry of this Order to the Payoff Deadline, Debtor shall pay or cause to be paid to HNGH \$100,000 per month, commencing on the Petition Date through March, 2022, such that the Debtor shall owe to HNGH a total of \$500,000, the payment of which shall be applied to reduce the Payoff Amount (the "**Consideration Payments**"). For the sake of clarity, Debtor shall owe HNGH the Consideration Payments as follows: \$100,000 payable not later than December 14, 2021; plus \$100,000 on December 31, 2021 and a \$100,000.00 on January 14, 2022; \$100,000 on February 1, 2022; and \$100,000 on March 1, 2022. It is further

ORDERED, ADJUDGED AND DECREED that each Consideration Payment shall be due not later than 5:00 p.m. central time on the date provided above. Payments may be delivered to counsel for HNGH or directly to HNGH. It is further

ORDERED, ADJUDGED AND DECREED that the Debtor's failure to timely make any Consideration Payment, failure to pay ad valorem taxes and any related penalties and interest by the no later than February 28, 2022, or failure to timely satisfy the Payoff Amount (each a "**Default**") shall result in the stay provided by 11 U.S.C. Section 362(a) automatically terminating as to HNGH, and HNGH shall have no obligation to provide Debtor with notice of any Default. Upon the occurrence of a Default, unless waived in writing by HNGH, the Deed-in-Lieu shall be deemed a valid,

unavoidable pre-petition transfer agreed to by the Debtor, and Debtor shall be deemed to have waived any right to challenge, seek to avoid, or otherwise contest the validity of the transfer of the Property to HNGH through the Deed-in-Lieu as detailed in HNGH's Motion to Dismiss and to Lift Stay. It is further

ORDERED, ADJUDGED AND DECREED that the Adversary Proceeding and all deadlines related thereto shall be abated through the Payoff Deadline, and that this Order and the agreement of the Parties shall otherwise resolve the Adversary Proceeding in the event of a Default or a Payoff Event. If a Default occurs, upon notice of the Default to this Court and request by HNGH, this Court shall enter an order dismissing all claims asserted by the Debtor or any other party in the Adversary Proceeding with prejudice, and shall rule that the Debtor stipulates and agrees that the Deed-in-Lieu filing and recording is not avoidable and was for reasonably equivalent value. If a Payoff Event occurs, upon notice of the Payoff Event to the Court and request by the Debtor, this Court shall enter an order ruling that the Deed-in-Lieu filing is avoided and rescinded, and that HNGH shall take all reasonable actions necessary to immediately instruct its counsel to deliver the rescission deed to the Debtor and to ensure title to the Property is returned to the Debtor. It is further,

ORDERED, ADJUDGED AND DECREED that upon the entry of this Agreed Order the personal guaranty case against Timothy Barton shall be abated and then upon occurrence of a Payoff Event or a Default described herein permitting HNGH to retain the Deed, Timothy Barton shall be released by HNGH from his Guaranty and the personal guaranty case shall be dismissed with prejudice. It is further

ORDERED, ADJUDGED AND DECREED that this Court shall retain jurisdiction over all matters pertaining to this Order.

END OF ORDER

APPROVED AND AGREED:

/s/ Joyce W. Lindauer
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Case 21-31954-swe11 Doc 64 Filed 12/10/21 Entered 12/10/21 10:14:03 Desc Main Document Page 4 of 4

EXHIBIT A

FILED UNDER SEAL

11/1/21, 7:00 PM

U.S. Bankruptcy Court - Northern District of Texas

Schedules/Statements/New Case Deficiencies:

Filed: 10/29/2021 Closed:
Reopen: Dismissed:
Dismissed(jdb):
Converted: Discharged:
Discharged(jdb):

[21-31954-hdh11 2999TC Acquisitions, LLC](#)

Type: bk Chapter: 11 v Office: 3 (Dallas)
Assets: y Judge: hdh Case Flag: REFORM,
DsclsDue

[Summary](#) [History](#) [Parties](#) [Filers](#) [Docket Sheet](#) [Deadlines/Hearings](#) [Status](#) [Pending Motions](#) [Creditors](#) [Claims Register](#)

U.S. Bankruptcy Court

Northern District of Texas

Notice of Electronic Filing

The following transaction was received from Joyce W. Lindauer entered on 11/1/2021 at 7:11 PM CDT and filed on 11/1/2021

Case Name: 2999TC Acquisitions, LLC

Case Number: [21-31954-hdh11](#)

Document Number: [5](#)

Docket Text:

Creditor matrix . Filed by Debtor 2999TC Acquisitions, LLC (RE: related document(s)[2] Notice of deficiency). (Lindauer, Joyce)

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:Creditor Matrix(SlashS).PDF

Electronic document Stamp:

[STAMP bkecfStamp_ID=1017686615 [Date=11/1/2021] [FileNumber=47221705-0] [889ad1ce6ff9318c49bf6c5be0bcfb639bf101b2e2c3e4c9f545a398cde9a5c81665202289248c4d2a3c51091f1643eb43b325ae9e557e0384dd2d184972334a]]

21-31954-hdh11 Notice will be electronically mailed to:

John J. Kane on behalf of Creditor HNGH Turtle Creek, LLC
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Sherrel K. Knighton on behalf of Creditor Dallas County
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Joyce W. Lindauer on behalf of Debtor 2999TC Acquisitions, LLC
joyce@joycelindauer.com, dian@joycelindauer.com;deann@joycelindauer.com;12113@notices.nextchapterbk.com

United States Trustee
ustpreion06.da.ecf@usdoj.gov

21-31954-hdh11 Notice will not be electronically mailed to:

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE: **2999TC Acquisitions, LLC**

CASE NO **21-31954-hdh**

CHAPTER **11**

VERIFICATION OF CREDITOR MATRIX

The above named Debtor hereby verifies that the attached list of creditors is true and correct to the best of his/her knowledge.

Date 11/1/2021

Signature /s/ Tim Barton
Tim Barton
President

Date _____

Signature _____

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Main Justice Building
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U. S. Trustee's Office
1100 Commerce Street
Room 976
Dallas, TX 75242

DECLARATION OF JOYCE W. LINDAUER

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

1. My name is Joyce W. Lindauer and I am over the age of eighteen (18) years of age. I am the owner of Joyce W. Lindauer Attorney, PLLC.


2. The law firm of Joyce W. Lindauer Attorney, PLLC was retained by 2999TC Acquisitions, LLC (the “Debtor”) in the subject Chapter 11 bankruptcy case. The Debtor filed its voluntary petition for reorganization under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. Section 101, et seq. (“Code”) on October 29, 2021 in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, initiating case number 21-31954. The Debtor operated its business as Debtor-in-Possession pursuant to Sections 1107 and 1108 of the Code.

3. I was the attorney responsible for handling all the litigation in the bankruptcy case. I was also the counsel who filed the Notice of Appeal of the Order (a) Granting in Part and Denying in Part HNGH Turtle Creek, LLC’s Motion to Enforce Agreed Orders; (b) Denying the Debtor’s Plan-Related Motions; and (c) Granting and Denying Ancillary Relief. This appeal was pending at the time the Receiver was appointed in the District Court case.

4. I have not been contacted by the Receiver or his counsel to actually discuss this case or any other case for that matter that I was handling prior to the appointment of the Receiver, including the merits of the appeal in the 2999TC Acquisitions, LLC case.

5. I declare under penalty of perjury that the statements contained herein are within my personal knowledge and are true and correct.

Dated: May 8, 2023


Joyce W. Lindauer