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# United States Bankruptcy Court District of New Jersey

In re Tarragon Edgewater Associates, LLC

Debtor

Case No. 09-10548

Chapter\_\_\_\_\_11

# SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	1,250,000.00		
B - Personal Property	Yes	3	8,804,002.00		
C - Property Claimed as Exempt	No	0			
D - Creditors Holding Secured Claims	Yes	1		0.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	3		31,432.83	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	No	0			N/A
J - Current Expenditures of Individual Debtor(s)	No	0			N/A
Total Number of Sheets of ALL Schedu	iles	11			
	Te	otal Assets	10,054,002.00		
			Total Liabilities	31,432.83	



# GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY, AND DISCLAIMER REGARDING DEBTORS' SCHEDULES AND STATEMENTS

The Schedules of Assets and Liabilities and Statements of Financial Affairs (the "Schedules and Statements") filed by Tarragon Corporation, et al. (collectively, the "Debtors"),<sup>1</sup> debtors and debtors-in-possession in the above-captioned Chapter 11 cases, are unaudited and were prepared pursuant to 11 U.S.C. § 521 and Rule 1007 of the Federal Rules of Bankruptcy Procedure in conjunction with the Debtors' management. The Debtors' management has made reasonable efforts to file complete and accurate Schedules and Statements based upon information available at the time of preparation. Due to, among other things, the complexity of the Debtors' business operations, however, the Schedules and Statements remain subject to further revision and verification by the Debtors. Subsequent information may result in material changes in financial and other data contained in the Schedules and Statements. The Debtors reserve the right to amend their Schedules and Statements from time to time as may be necessary or appropriate. These Global Notes and Statement of Limitations, Methodology, and Disclaimer Regarding Debtors' Schedules and Statements (the "Global Notes") are incorporated by reference in, and comprises an integral part of, the Schedules and Statements and should be referred to and reviewed in connection with any review of the Schedules and Statements.

The Schedules and Statements have been signed by Kathryn Mansfield, General Counsel of the Debtors. In reviewing and signing the Schedules and Statements, Ms. Mansfield necessarily relied upon the efforts, statements and representations of the accounting and non-accounting personnel of the Debtors. Ms. Mansfield has not (and could not have) personally verified the accuracy of each such statement and representation, including statements and representations concerning amounts owed to creditors.

1. <u>Description of the Case and "As Of" Information Date</u>. On January 12, 2009, January 13, 2009 and February 5, 2009 (collectively, the "Filing Date"), the

<sup>&</sup>lt;sup>1</sup> The Debtors include: Tarragon Corporation, Tarragon Development Corporation, Tarragon South Development Corp., Tarragon Development Company LLC, Tarragon Management, Inc., Bermuda Island Tarragon LLC, Orion Towers Tarragon, LLP, Orlando Central Park Tarragon LLC, Fenwick Plantation Tarragon LLC, One Las Olas, Ltd., The Park Development West LLC, 800 Madison Street Urban Renewal, LLC, 900 Monroe Development LLC, Block 88 Development, LLC, Central Square Tarragon LLC, Charleston Tarragon Manager, LLC, Tarragon Edgewater Associates LLC, Omni Equities Corporation, The Park Development East, LLC, Vista Lakes Tarragon LLC, Tarragon Stonecrest, LLC, Murfreesboro Gateway Properties, LLC, Tarragon Stratford, Inc., MSCP, Inc. and TDC Hanover Holdings LLC.

Debtors each filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"). The Debtors are currently operating their businesses and possessing their property as debtors-inpossession under Sections 1107 and 1108 of the Bankruptcy Code. Except as otherwise noted, all asset and liability information is as available as of the Debtors' respective Filing Date.

2. <u>Basis of Presentation</u>. These Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles, nor are they intended to fully reconcile to any financial statements otherwise prepared and/or distributed by the Debtors.

3. <u>Summary of Significant Reporting Policies</u>. The following conventions were adopted by the Debtors in the preparation of the Schedules and Statements:

(a) <u>Fair Market Value; Book Value</u>. Unless otherwise noted, the Schedules and Statements reflect the carrying value of the liabilities as listed in the Debtors' books and records. Where the current market value of assets is unknown, the Debtors have based their valuation as best as possible on book values, including the use of appraisals where available; <u>provided</u>, <u>however</u>, the Debtors believe the actual value of certain items may be substantially lower. Where unknown, historical cost less accumulated depreciation of assets has been used.

(b) <u>Real Property and Personal Property – Leased</u>. In the ordinary course of their business, the Debtors lease real property and various articles of personal property, including furniture, fixtures and equipment, from certain third-party lessors. Every attempt has been made to set forth all such leases in the Schedules and Statements. The property subject to leases may not be reflected in the Schedules and Statements as either owned property or assets of the Debtors or property or assets of third-parties within the control of the Debtors. The lease obligations under such leases have been included on Schedule D (secured debt) to the extent the lessor filed a UCC-1 financing statement. However, nothing in the Schedules or Statements is or shall be construed as an admission or determination as to the legal status of any lease (including the assumption or rejection of such lease or whether it is a true lease or a financing arrangement), and the Debtors reserve all of their rights with respect to all such issues.

(c) <u>Causes of Action</u>. The Debtors reserve all of their rights with respect to any causes of action they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such causes of action.

(d) <u>Schedule D</u>. The Debtors reserve the right to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a secured creditor listed on Schedule D. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all of their rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's claim. The descriptions provided on Schedule D are intended only to be a summary. Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent and priority of any liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements.

(e) <u>Claims Listed on Schedules D, E, and F.</u> The Debtors have sought to allocate liabilities between the pre-petition and post-petition periods based on the information and research that was conducted in connection with the preparation of Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between pre-petition and post-petition periods may change. The Debtors also reserve the right to change the allocation of liability to extent additional information becomes available. Additionally, pursuant to Bankruptcy Court orders, the Debtors have been granted authority to pay certain priority pre-petition obligations. Accordingly, these liabilities have been or will be satisfied and may or may not be listed in the Schedules and Statements.

(f) <u>Schedule E.</u> The Bankruptcy Court entered an order granting authority to the Debtors to pay pre-petition employee wage and other obligations in the ordinary course (the "Employee Wages Order"). Pursuant to the Employee Wages Order, the Debtors believe that, other than claims of certain former and current employees for vacation, personal and/or severance pay in excess of the permitted priority amount, any employee claims for pre-petition amounts have been or will be satisfied, and such satisfied amounts may or may not be listed on Schedule E. The listing of any claim on Schedule E does not constitute an admission by the Debtors that such claim is entitled to priority treatment under 11 U.S.C. § 507. The Debtors reserve their right to dispute the priority status of any claim on any basis. Moreover, the listing of any tax claim on Schedule E is not an admission or designation by the Debtors that such claim is a prepetition tax claim. The Debtors reserve their right to treat any of these claims as postpetition claims.

(g) <u>Schedule F.</u> Schedule F reflects the pre-petition amounts owing to, among other things, counterparties to executory contracts and unexpired leases. Such pre-petition amounts, however, may be paid in connection with the assumption and assignment of executory contract or unexpired lease. In addition, Schedule F does not include rejection damage claims of the counterparties to executory contracts and unexpired leases that have been or may be rejected. Schedule F reflects pre-petition amounts owed to utility companies as of the Filing Date according to the Debtors' books and records. Pursuant to Section 366(c)(4) of the Bankruptcy Code, certain utilities, however, may have set off pre-petition deposits against pre-petition amounts owed. Accordingly, the exact amounts owed to utility companies as of the Filing Date may differ from the amounts reflected in the Debtors' books and records.

(h) <u>Schedule G</u>. The Debtors have not set forth executory contracts as assets in their Schedules and Statements. The Debtors' executory contracts have been set forth in Schedule G. While every effort has been made to ensure the accuracy of the Schedule of Executory Contracts, inadvertent errors or omissions may exist or have

occurred. The Debtors reserve all of their rights to dispute the validity, status, or enforceability of any contracts, agreements or leases set forth on Schedule G and to amend or supplement such Schedule as necessary. The contracts, agreements and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letter and other documents, instruments and agreements which may not be listed therein. Certain of the real property leases listed on Schedule G may contain renewal options, guarantees of payment, options to purchase, rights of first refusal, rights to lease additional space and other miscellaneous rights. Such rights, powers, duties and obligations are not set forth on Schedule G. Certain of the executory agreements may not have been memorialized and could be subject to dispute. Executory agreements that are oral in nature, if any, have been scheduled to the best of the Debtors' knowledge. Additionally, the Debtors may be parties to various other agreements concerning real property, such as easements, rights of way, subordination, non-disturbance, supplemental agreements, amendments/letter agreements, title documents, consents, site plans, maps and other miscellaneous agreements. Such agreements, if any, are not set forth on Schedule G. Certain of the agreements listed on Schedule G may be in the nature of conditional sales agreements or secured financings. The presence of a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease. The Debtors reserve all of their rights, claims and causes of action with respect to the contracts and agreements listed on these Schedules and Statements, including the right to dispute or challenge the characterization or the structure of any transaction, document or instrument.

(i) <u>Disputed, Contingent and/or Unliquidated Claims</u>. Schedules D, E and F permit the Debtors to designate a claim as disputed, contingent and/or unliquidated. A failure to designate a claim on any of these Schedules as disputed, contingent and/or unliquidated does not constitute an admission that such claim is not subject to objection. The Debtors reserve the right to dispute, or assert offsets or defenses to, any claim reflected on these Schedules as to amount, liability or status.

(j) <u>Guaranties and Other Secondary Liability Claims.</u> The Debtors have used their best efforts to locate and identify guaranties and other secondary liability claims (the "Guaranties") in their executory contracts, unexpired leases, secured financings, debt instruments and other such agreements. Where such Guaranties have been identified, they have been included in the relevant Schedule for the Debtors including, but not limited to , Schedules D, F, and H. To the extent the Debtors inadvertently omitted one of the Guaranties, the Debtors reserve their rights to amend the Schedules to the extent that additional Guaranties are identified. Additionally, the Debtors reserve the right to amend the Schedules and Statements to recharacterize or reclassify any such contract or claim.

(k) <u>Insiders.</u> In the circumstances where the Schedules and Statements require information regarding insiders and/or officers and directors, the Debtors have attempted to include therein each of the Debtors': (a) "directors" (or persons in similar positions) and (b) employees that may be, or may have been during the relevant period, "officers" (or persons in control). The Debtors have attempted to exclude in such

applicable Schedules and Statements information relating to certain of their employees who, despite the title of their position with the Debtors (including without limitation certain employees with the title of "officer") are not "officers" of the Debtors as such term is used in the Bankruptcy Code because, among other things, such employees (i) serve or served in a purely administrative and/or ministerial capacity, (ii) were not appointed by the Debtors' board of directors, and/or (iii) do not have or ever had any material inside information as a result of their employment with the Debtors. The listing of a party as an insider is not intended to be, nor should it be construed as a legal characterization of such party as an insider and does not act as an admission of any fact, claim, right, or defense, and all such rights, claims, and defenses are hereby expressly reserved. Employees have been included in this disclosure for informational purposes only and should not be deemed to be "insiders" in terms of control of the Debtors, management responsibilities or functions, decision-making or corporate authority and/or as otherwise defined by applicable law, including, without limitation, the federal securities laws, or with respect to any theories of liability or for any other purpose.

(l) <u>Undetermined Claim Amounts.</u> Claim amounts that could not be fairly quantified by the Debtors are scheduled as "unknown", and with a C, U and/or D notation, whichever are appropriate given the individual circumstances.

(m) <u>Statement #13 (Setoffs)</u>. As stated above, the Debtors believe that pursuant to Section 366(c)(4) of the Bankruptcy Code, certain utility providers may have applied pre-petition deposits to pre-petition obligations. At this time, the Debtors do not have a list of all utility providers that setoff pre-petition deposits.

(n) <u>Statement #19d – (Books, Records and Financial Statements).</u> Tarragon Corporation is a public company registered with the United States Securities and Exchange Commission and, as such, in the ordinary course of conducting its business may have provided financial information, including financial statements to, among others, numerous parties including banks, customers, vendors and landlords.

0.00

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1,250,000.00

Debtor

# **SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim

One residential and One commercial unit remaining unsold

**Edgewater, New Jersey** 

Management Value as of the filing date.

Sub-Total > **1,250,000.00** (Total of this page)

Total > **1,250,000.00** 

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Debtor

# **SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

# Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

	Type of Property	N O N E Description and Location of Property E	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1.	Cash on hand	X		
2.	Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or	Bank accounts Restricted Cash in Buyer Escrow Account	-	12,786.00 201,821.00
3.	cooperatives. Security deposits with public utilities, telephone companies, landlords, and others.	x		
4.	Household goods and furnishings, including audio, video, and computer equipment.	x		
5.	Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	x		
6.	Wearing apparel.	X		
7.	Furs and jewelry.	x		
8.	Firearms and sports, photographic, and other hobby equipment.	x		
9.	Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	x		
10.	Annuities. Itemize and name each issuer.	x		

214,607.00

2 continuation sheets attached to the Schedule of Personal Property

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Debtor

# **SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

	Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11.	Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	х			
12.	Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	x			
13.	Stock and interests in incorporated and unincorporated businesses. Itemize.	x			
14.	Interests in partnerships or joint ventures. Itemize.	X			
15.	Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16.	Accounts receivable.	Х			
17.	Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	x			
18.	Other liquidated debts owed to debtor including tax refunds. Give particulars.		Book entry for sale proceeds upstreamed to Tarragon Corporation in accordance with the centralized cash management system net of payments made by Tarragon Corporation on behalt of Tarragon Edgewater Associates, LLC.	- F	8,514,228.00
19.	Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	x			
20.	Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	Х			

Sub-Total >8,51(Total of this page)

8,514,228.00

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Debtor

# **SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

	Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
21.	Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	x			
22.	Patents, copyrights, and other intellectual property. Give particulars.	X			
23.	Licenses, franchises, and other general intangibles. Give particulars.	X			
24.	Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	x			
25.	Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26.	Boats, motors, and accessories.	x			
27.	Aircraft and accessories.	X			
28.	Office equipment, furnishings, and supplies.	X			
29.	Machinery, fixtures, equipment, and supplies used in business.	X			
30.	Inventory.	X			
31.	Animals.	X			
32.	Crops - growing or harvested. Give particulars.	x			
33.	Farming equipment and implements.	X			
34.	Farm supplies, chemicals, and feed.	X			
35.	Other personal property of any kind not already listed. Itemize.	Deposits and	other assets	-	75,167.00

Sheet <u>2</u> of <u>2</u> continuation sheets attached to the Schedule of Personal Property

Best Case Bankruptcy

75,167.00

8,804,002.00

Sub-Total >

Total >

(Total of this page)

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**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS** 

Debtor

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured

guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided. If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community". If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.) Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data. Ď Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.) Account No.	C O D E B T O R	Hu H V J C	NATURE DESCRIPT OF I	hity A WAS INCURRED, C OF LIEN, AND ION AND VALUE PROPERTY SCT TO LIEN	CONTINGENT	Q	D L S P U F E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Borough of Edgewater 916 River Road Edgewater, NJ 07020-0120		-	Value \$	Unknown	x	x		0.00	Unknown
Account No.			Value \$						
Account No.			Value \$						
Account No.			Value \$						
<b>0</b> continuation sheets attached				(Total of t	Sub his			0.00	0.00
					]	Tota	ıl	0.00	0.00

(Report on Summary of Schedules)

Case No. 09-10548

Debtor

# **SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts <u>not</u> entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

#### **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

#### **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

#### □ Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$10,950\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

#### Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

#### □ Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,400\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

#### Deposits by individuals

Claims of individuals up to \$2,425\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

#### **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

#### Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

#### □ Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. 507(a)(10).

\* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

**0** continuation sheets attached

Best Case Bankruptcy

Case No. 09-10548

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

Debtor

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.) Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of

Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Hu H W J C					DISPUTED	AMOUNT OF CLAIM
Account No.				Ĭ	E			
Atlantic Surety & Insurance LLC 1767 Morris Avenue Union, NJ 07083		-						
Account No.			Litigation		+			1,159.00
Isabel DeLeon c/o Krenkel & Krenkel, LLC 100 Deal Road Asbury Park, NJ 07712		-		)	< 3	×	x	Unknown
Account No.		┢	Litigation	+	+	+	_	UIKIIOWII
Eastern Concrete Materials, Inc. c/o Craig Miller, Esq. 174 North Pleasant Avenue Ridgewood, NJ 07450		-		)		×	x	Unknown
Account No.		┢	Retainage	╉	╈		_	
ESCC 149 Madison Avenue Suite 501 New York, NY 10016		-		,	<b>c</b>			
								20,895.00
<b>2</b> continuation sheets attached			(Total of	Sul				22,054.00

(Total of this page)

Case No. 09-10548

Debtor

# **SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS** (Continuation Sheet)

	С	Hu	sband, Wife, Joint, or Community	С	U	D	
CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	L N L C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.		N L I Q U I D A	DISPUTED	AMOUNT OF CLAIM
Account No.				Т	E		
Hampton Electric Corp. 45 S. Airmont Road Suffern, NY 10901		-			D		
Account No.	┢			╀	┢		355.78
Morris, McLaughlin & Marcus P.O. Box 1018 Somerville, NJ 08876-1018		-					
							2,225.34
Account No.			Litigation	Τ			
Kathleen Murphy c/o Thomas J. O'Leary, Esq. Connel Foley LLP 85 Livingston Avenue Roseland, NJ 07059		-		x	x	x	Unknown
Account No.	╞		Noticing Purposes Only	┢	┢		
NJ Department of Treasury Unclaimed Property Division P. O. Box 002 Trenton, NJ 08625-0002		-					0.00
Account No.	┢		Noticing Purposes Only	┼	┢		
One Hudson Park Condo. Assoc., Inc. Attn: Elizabeth Comando c/o RCP Management Co. 71 Route 46 West, Second Floor Elmwood Park, NJ 07407		-		x	x		0.00
Sheet no. <u>1</u> of <u>2</u> sheets attached to Schedule of	-			Sub			2,581.12
Creditors Holding Unsecured Nonpriority Claims			(Total of	this	pa	ge)	2,001.12

(Total of this page)

1

Case No. 09-10548

Debtor

# SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS (Continuation Sheet)

		1.2	iskand Wife Joint of Community			, 1		
CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U H U C					J I S P U T E D	AMOUNT OF CLAIM
Account No.				Т		T E D		
Posner Advertising 30 Broad Street New York, NY 10004		-						315.00
Account No.				╈				
PSE&G P.O. Box 14105 New Brunswick, NJ 08906-4105		-						
				$\perp$				70.21
Account No.			Abirtration Award					
Rocque Acevado 1017 Hudson Park Edgewater, NJ 07020		-						
				$\perp$				725.00
Account No.								
Sullivan Design Build Consultants LLC 447 New Milford Avenue Oradell, NJ 07649		-						
								5,687.50
Account No.		T	Litigation	$\uparrow$	╈	╡		
Titan Formwork Systems, LLC c/o Gerald J. Gunning, Esq. Stein McGuire Pantages & Gigi LLP 354 Eisenhower Parkway		-		×		x	x	
Livingston, NJ 07039-0460								Unknown
Sheet no. <b>2</b> of <b>2</b> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims	8	1	(Total of	Sub this				6,797.71
				,	То	tal	L	24 422 92

(Report on Summary of Schedules)

31,432.83

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In re Tarragon Edgewater Associates, LLC

Case No. 09-10548

Debtor

# SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.

Case No. 09-10548

Debtor

# **SCHEDULE H - CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

# **United States Bankruptcy Court District of New Jersev**

Tarragon Edgewater Associates, LLC In re

Debtor(s)

09-10548 Case No. 11 Chapter

# **DECLARATION CONCERNING DEBTOR'S SCHEDULES**

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, Kathryn Mansfield, the Exec. V.P. & Secretary of Tarragon Development Corp., the Managing Member of the debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of **12** sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date February 26, 2009

Signature

/s/ Kathryn Mansfield, Exec. V.P. and Secretary Tarragon Development Corp., Managing Member Kathryn Mansfield, Exec. V.P. & Secretary

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

None None

# United States Bankruptcy Court District of New Jersey

In re	Tarragon Edgewater Associates, LLC		Case No.	09-10548	
		Debtor(s)	Chapter	11	

# STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. If the answer to an applicable question is "None," mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

#### DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

*"Insider."* The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

#### 1. Income from employment or operation of business

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$37,847,207.00	Gross Revenue - YE - 12/31/08 - Internal Financial Statements
\$18,947,255.00	Gross Revenue - YE - 12/31/07 - Internal Financial Statements
\$62,845,260.00	Gross Revenue - YE - 12.31.06 - Internal Financial Statements

#### 2

#### 2. Income other than from employment or operation of business

None

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT SOURCE

#### 3. Payments to creditors

None

#### Complete a. or b., as appropriate, and c.

Individual or joint debtor(s) with primarily consumer debts. List all payments on loans, installment purchases of goods or services, a. and other debts to any creditor made within 90 days immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS	DATES OF		AMOUNT STILL
OF CREDITOR	PAYMENTS	AMOUNT PAID	OWING

b. Debtor whose debts are not primarily consumer debts: List each payment or other transfer to any creditor made within 90 days None immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,475. If the debtor is an individual, indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

		AMOUNT	
	DATES OF	PAID OR	
	PAYMENTS/	VALUE OF	AMOUNT STILL
NAME AND ADDRESS OF CREDITOR	TRANSFERS	TRANSFERS	OWING
See Attached			

c. All debtors: List all payments made within one year immediately preceding the commencement of this case to or for the benefit of None M creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND **RELATIONSHIP TO DEBTOR** 

DATE OF PAYMENT

#### 4. Suits and administrative proceedings, executions, garnishments and attachments

a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER Isabel DeLeon v. Tarragon Management, Inc., Tarragon Corporation; Tarragon Edgewater Associates, LLC; Tarragon Development Corporation; William Friedman; Robert Rothenberg Docket No. L-3945-08

None

NATURE OF PROCEEDING Wages and Commissions Owed

COURT OR AGENCY AND LOCATION Superior Court of NJ Bergen County Law Division

STATUS OR DISPOSITION Pending

AMOUNT PAID

AMOUNT STILL

OWING

						3
AND CA Kathleer DeLeon Edgewa	N OF SUIT SE NUMBER n Murphy v. Isabel and Tarragon ter Associates, LLC No. BER-L-7686-07	NATURE OF PROCEEDING Breach of Contract	COURT OR AG AND LOCATIO Superior Cour Division, Berg	N <b>t of NJ Law</b>	STATUS OR DISPOSITION <b>Pending</b>	
LLC v. T Associa Brothers Constru Constru Concret County o Installer Mutual I and Eas Material	rmwork Systems, Farragon Edgewater tes, LLC; Daibes s, Inc.; Nigo ction Corp.; R&L ction Corp.; Bergen e Cutting, Inc.; Glass & Metal s, Inc.; Liberty nsurance Company tern Concrete s, Inc. No. L-319-08	Monies Due to Subcontractor	Superior Cour Division, Berg		Pending	
Inc. v. Ta Associa Brothers Constru	Concrete Materials, arragon Edgewater tes, LLC, Daibes s, Inc. and Nigo ction Corp. No. BER-L-2443-07	Appeal by subcontractor of prior arbitration award.		t of New Jersey Bergen County	Pending	
None	preceding the commence	that has been attached, garnished or eement of this case. (Married debtors th spouses whether or not a joint pet	filing under chapt	er 12 or chapter 13	must include information concern	ning
	ND ADDRESS OF PERS NEFIT PROPERTY WA			ESCRIPTION ANI PROPERT		
	5. Repossessions, fore	closures and returns				
None	returned to the seller, w or chapter 13 must inclu	s been repossessed by a creditor, sol ithin <b>one year</b> immediately precedin ude information concerning property and a joint petition is not filed.)	ng the commencem	ent of this case. (M	arried debtors filing under chapter	r 12
	ND ADDRESS OF FOR OR SELLER	DATE OF REL FORECLOS TRANSFER	URE SALE,	DESCRIPTION A PROPE		
	6. Assignments and re	eceiverships				
None	this case. (Married debt	nent of property for the benefit of cro ors filing under chapter 12 or chapter nless the spouses are separated and a	er 13 must include	any assignment by		
NAME A	ND ADDRESS OF ASSI	IGNEE DATE OF ASSIGNMENT		TERMS OF ASSIG	GNMENT OR SETTLEMENT	
None	preceding the commence	ch has been in the hands of a custodi ement of this case. (Married debtors th spouses whether or not a joint pet	filing under chapt	ter 12 or chapter 13	must include information concern	
	ND ADDRESS USTODIAN	NAME AND LOCA OF COURT CASE TITLE & NU		DATE OF ORDER	DESCRIPTION AND VALUE C PROPERTY	)F

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## 7. Gifts

None

List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF	<b>RELATIONSHIP TO</b>		DESCRIPTION AND
PERSON OR ORGANIZATION	DEBTOR, IF ANY	DATE OF GIFT	VALUE OF GIFT

#### 8. Losses

None  $\boxtimes$ 

List all losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY

DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS

DATE OF LOSS

#### 9. Payments related to debt counseling or bankruptcy

None

List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE Cole Schotz, et al. Court Plaza North 25 Main Street Hackensack, NJ 07601

Jones Day 222 E. 41st Street New York, NY 10017

BDO Seidman LLP 135 W. 50th Street New York, NY 10020

**Alvarez and Marsal North America LLC** 600 Lexington Avenue, 6th Floor New York, NY 10022

Lazard Freres & Co LLC 30 Rockefeller Plaza New York, NY 10020

DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR

AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY **Tarragon Corporation paid** \$911,679.63 prior to the filing on behalf of all the debtor entities. **Tarragon Corporation paid** 

\$1,829,930.55 prior to the filing on behalf of all the debtor entities.

**Tarragon Corporation paid** \$697.327.43 prior to the filing on behalf of all the debtor entities.

**Tarragon Corporation paid** \$19,376.00 prior to the filing on behalf of all the debtor entities.

Tarragon Corporation paid \$1,826,885.335 prior to the filing on behalf of all the debtor entities.

#### 10. Other transfers

None a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor,  $\boxtimes$ transferred either absolutely or as security within two years immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DATE

NAME AND ADDRESS OF TRANSFEREE. **RELATIONSHIP TO DEBTOR** 

DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED

None b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled  $\boxtimes$ trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE

DATE(S) OF TRANSFER(S)

AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY

#### 11. Closed financial accounts

None

 $\boxtimes$ 

List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION

TYPE OF ACCOUNT. LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE **Disbursement. 3221** 

12/4/08

AMOUNT AND DATE OF SALE

OR CLOSING

DATE OF TRANSFER OR

SURRENDER, IF ANY

Bank of America 6000 Feldwood Rd. College Park, GA 30349

#### 12. Safe deposit boxes

None List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAMES AND ADDRESSES NAME AND ADDRESS OF BANK OF THOSE WITH ACCESS TO BOX OR DEPOSITORY OR OTHER DEPOSITORY

#### 13. Setoffs

None List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the  $\mathbf{X}$ commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DATE OF SETOFF

NAME AND ADDRESS OF CREDITOR

NAME AND ADDRESS OF OWNER

#### 14. Property held for another person



List all property owned by another person that the debtor holds or controls.

DESCRIPTION AND VALUE OF PROPERTY

If the debtor has moved within three years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate

LOCATION OF PROPERTY

#### 15. Prior address of debtor

address of either spouse.

None

ADDRESS
1775 Broadway
New York, NY 10019

NAME USED Tarragon Edgewater Associates, LLC DATES OF OCCUPANCY Through June 2 2006

DESCRIPTION

OF CONTENTS

AMOUNT OF SETOFF

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#### 16. Spouses and Former Spouses



If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

#### NAME

#### 17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

	NAME AND ADDRESS OF	DATE OF	ENVIRONMENTAL
SITE NAME AND ADDRESS	GOVERNMENTAL UNIT	NOTICE	LAW

None b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

	NAME AND ADDRESS OF	DATE OF	ENVIRONMENTAL
SITE NAME AND ADDRESS	GOVERNMENTAL UNIT	NOTICE	LAW

None c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT

S

DOCKET NUMBER

STATUS OR DISPOSITION

**BEGINNING AND** 

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#### 18. Nature, location and name of business

None

a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

*If the debtor is a partnership*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

*If the debtor is a corporation*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. NAME (ITIN)/ COMPLETE EIN ADDRESS NA<sup>7</sup>

NATURE OF BUSINESS ENDING DATES

b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME

None

None

ADDRESS

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

#### 19. Books, records and financial statements

None a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS Erin Pickens, CFO 3100 Monticello Avenue, Suite 200 Dallas, TX 75205 DATES SERVICES RENDERED 1/12/07 - Present

b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME Grant Thornton LLP	ADDRESS 1717 Main St. # 1500 Dallas, TX 75201	DATES SERVICES RENDERED 1/12/07 - 6/13/08
Travis Wolff & Company	5580 LBJ Freeway # 400 Dallas, TX 75240-6265	6/18/08 - Present

None c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME Erin Pickens, CFO ADDRESS 3100 Monticello Avenue, Suite 200 Dallas, TX 75205

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DATE ISSUED NAME AND ADDRESS 20. Inventories None a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory,  $\square$ and the dollar amount and basis of each inventory. DOLLAR AMOUNT OF INVENTORY DATE OF INVENTORY INVENTORY SUPERVISOR (Specify cost, market or other basis) b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above. None Χ NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY DATE OF INVENTORY RECORDS 21 . Current Partners, Officers, Directors and Shareholders None a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership. NAME AND ADDRESS NATURE OF INTEREST PERCENTAGE OF INTEREST b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, None controls, or holds 5 percent or more of the voting or equity securities of the corporation. NATURE AND PERCENTAGE NAME AND ADDRESS TITLE OF STOCK OWNERSHIP Tarragon Development Corporation 423 West 55th Street, 12th Floor New York, NY 10019 100% Managing Member 22. Former partners, officers, directors and shareholders None a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the  $\square$ commencement of this case. NAME ADDRESS DATE OF WITHDRAWAL None b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year**  $\square$ immediately preceding the commencement of this case. DATE OF TERMINATION NAME AND ADDRESS TITLE 23. Withdrawals from a partnership or distributions by a corporation None If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation  $\boxtimes$ in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case. NAME & ADDRESS AMOUNT OF MONEY OF RECIPIENT. DATE AND PURPOSE OR DESCRIPTION AND RELATIONSHIP TO DEBTOR OF WITHDRAWAL VALUE OF PROPERTY

d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was

issued by the debtor within two years immediately preceding the commencement of this case.

None

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#### 24. Tax Consolidation Group.

None If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

# NAME OF PARENT CORPORATION **Tarragon Corporation**

TAXPAYER IDENTIFICATION NUMBER (EIN) 94-2432628

#### 25. Pension Funds.

None If the debtor is not an individual, list the name and federal taxpayer identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

# DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, Kathryn Mansfield, the Exec. V.P. & Secretary of Tarragon Development Corp., the Managing Member of the debtor in this case, declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date **February 26, 2009** 

Signature

re /s/ Kathryn Mansfield, Exec. V.P. and Secretary

Tarragon Development Corp., Managing Member Kathryn Mansfield, Exec. V.P. & Secretary

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

# Tarragon Corporation - Development Check & Wire Register - October 15, 2008 through January 12, 2009 Tarragon Edgewater Associates LLC

C/C         C/C <thc c<="" th=""> <thc c<="" th=""> <thc c<="" th=""></thc></thc></thc>	Property	Check	Alle		allie						Check Amount Amount	
00000         000000         000000         000000         000000	Edgewater Assoc LLC		10/15/2008	DIRECABI	Direct Cabinet Sales	104 E. Elizabeth Ave.		Linden	Z			Reconciled
Model         Model <th< td=""><td>Ľ</td><td></td><td></td><td>NACIREMA</td><td>Nacirema Industries Inc.</td><td>P.O. Box 183</td><td></td><td>Bayonne</td><td>Z</td><td>07002</td><td>672.00</td><td>Reconciled</td></th<>	Ľ			NACIREMA	Nacirema Industries Inc.	P.O. Box 183		Bayonne	Z	07002	672.00	Reconciled
0         0					One Hudson Park Condom Assoc Deeper Adverticing	CO KCP Management Company	/1 Koute 46 West - 2nd fir	Elmwood Park	ZŻ	10004	5,000.00	Reconciled
Nome         Nome         No         No <th< td=""><td>Ľ</td><td></td><td>10/15/2008</td><td>PSE&amp;G1</td><td>Positer Auverusing</td><td>P O Box 14105</td><td></td><td>New Brunswick</td><td>Z</td><td>08906-4105</td><td>0,012,00</td><td>Reconciled</td></th<>	Ľ		10/15/2008	PSE&G1	Positer Auverusing	P O Box 14105		New Brunswick	Z	08906-4105	0,012,00	Reconciled
NIL         State helpip (kin)         Current (kin)	Ľ	-	10/15/2008	SALEVELO	Sales Velocity LLC	668 Stony Hill Rd. #285		Yardlev	ΡA	19067	3.200.00	Reconciled
ONIC         MUNICLAN         MUNICLAN <th< td=""><td>LC</td><td>-</td><td>10/15/2008</td><td>SULLDESI</td><td>Sullivan Design Build</td><td>Consultants LLC, SDBC, LLC</td><td>447 New Milford Ave.</td><td>Oradell</td><td>Z</td><td>07649</td><td>2,887.50</td><td>Reconciled</td></th<>	LC	-	10/15/2008	SULLDESI	Sullivan Design Build	Consultants LLC, SDBC, LLC	447 New Milford Ave.	Oradell	Z	07649	2,887.50	Reconciled
NIEM         MIEM         MIEM <th< td=""><td>Assoc LLC</td><td>-</td><td>10/15/2008</td><td>NORRMCLA</td><td>Norris McLaughlin &amp; Marcus</td><td>P.O.Box 1018</td><td></td><td>Somerville</td><td></td><td>08876-1018</td><td>154.35</td><td>Reconciled</td></th<>	Assoc LLC	-	10/15/2008	NORRMCLA	Norris McLaughlin & Marcus	P.O.Box 1018		Somerville		08876-1018	154.35	Reconciled
NUMM         NUMM <th< td=""><td>Assoc LLC</td><td></td><td>10/22/2008</td><td>ALLSENVI</td><td>All State Environmental LLC</td><td>247 W. 30th St/6th flr</td><td></td><td>New York</td><td></td><td>10001</td><td>44,130.84</td><td>Reconciled</td></th<>	Assoc LLC		10/22/2008	ALLSENVI	All State Environmental LLC	247 W. 30th St/6th flr		New York		10001	44,130.84	Reconciled
Control         Control <t< td=""><td>Ц</td><td>-</td><td>10/22/2008</td><td>ALMAFAMI</td><td>Norma Almanza - Trustee</td><td>Almanza Family Trust</td><td>One Hudson Park #218</td><td>Edgewater</td><td>Z</td><td>07020</td><td>4,426.08</td><td>Reconciled</td></t<>	Ц	-	10/22/2008	ALMAFAMI	Norma Almanza - Trustee	Almanza Family Trust	One Hudson Park #218	Edgewater	Z	07020	4,426.08	Reconciled
01000         0100000         0100000 <t< td=""><td>Ц</td><td>-</td><td>10/22/2008</td><td>BARAVIKA</td><td>Vikas D Barar and</td><td>Puja Barar</td><td>617 Hudson Park</td><td>Edgewater</td><td>Z</td><td>07020</td><td>410.97</td><td>Reconciled</td></t<>	Ц	-	10/22/2008	BARAVIKA	Vikas D Barar and	Puja Barar	617 Hudson Park	Edgewater	Z	07020	410.97	Reconciled
000100         0000000         0000000         00000	Ľ	-	10/22/2008	BECKPUBL	Beckerman Public Relations	1545 Route 206 South - 2nd flr		Bedminster	Z	07921	193.16	Reconciled
000010         000000         000000         000000         000000         000000         000000         000000         000000         000000         000000         000000         000000         000000         000000         000000         000000         000000         000000         000000         000000         000000000         0000000         0000000	E		10/22/2008	CHANJAEH	Jae Ho Chang and	Jae Eun Kwon	608 Hudson Park	Edgewater	Z	07020	6,574.26	Reconciled
000101         000200         0004001         00000	E		10/22/2008	CHANJAME	James Chang and	Erie Chang	208 Hudson Park	Edgewater	R	07020	6.574.26	Reconciled
(1001)         (2000)         (1000)         (2000)<	0		10/22/2008	CHENEDMU	Chen: Edmind	508 Hudson Park		Ednewater	I'N	02020	3 735 79	Reconciled
000000000000000000000000000000000000	C		10/22/2008	CHUNIAFW	Chund: Jae Wook	2180 Evans St		Fullerton	Ā	92833	4 666 36	Reconciled
(4)(1)(2)(2)(2)(2)(2)(2)(2)(2)(2)(2)(2)(2)(2)			10/22/2008	ELIDOSTEV/	Eirst: Staven	818 Hudeon Dark		Edowater	i I	02020	A 45A 8A	Deconciled
Control          Control         Contro         Contro         Contro	Edgewater Assoc LLC		0002/22/01		Mole and		210 Ludeen Dert	Edowater	2 2	02020		Deconciled
Control         Control <t< td=""><td></td><td></td><td>0007/77/01</td><td></td><td>ivesteeds. Shored at</td><td></td><td></td><td>Eugewater</td><td>22</td><td>07070</td><td>10,000,0</td><td>Parolicia</td></t<>			0007/77/01		ivesteeds. Shored at			Eugewater	22	07070	10,000,0	Parolicia
Constrain         Constrain <t< td=""><td></td><td></td><td>10/2/22/010</td><td></td><td>Maridarioa; Sikander L</td><td></td><td></td><td>Eugewater</td><td>23</td><td>07070</td><td>4,220.20</td><td>Recorded</td></t<>			10/2/22/010		Maridarioa; Sikander L			Eugewater	23	07070	4,220.20	Recorded
000000000000000000000000000000000000	jon Edgewater Assoc LLC (UH		8002/22/01	KIMMOONS	Kim; Moon Sun	1/U/ Hudson Park		Edgewater	2	07020	856.63	Keconciled
9000169         IEEMAD         Dong Law and Dong Law Nu ku and Dong	on Edgewater Assoc LLC (OH		10/22/2008	KIMSOOKH	Sook Hye Kim and	Michael Kim	630 1st Ave #19-D	New York	ź	10016	6,728.23	Reconciled
(4001)80         022200         LIFEHD         (1100)100         224136           (4001)80         022200         LIVEND         (1100)100         224136           (4001)80         022200         LIVEND         (1100)100         224136           (4001)81         022200         LIVEND         (1100)100         224146           (4001)81         022000         LIVEND         (1100)100         224146           (4001)81         LIVEND         LIVEND         LIVEND         (1100)100         224146	jon Edgewater Assoc LLC (OH	`	10/22/2008	LEEDAVID	David B Lee and	Kee Won Lee	1715 Hudson Park	Edgewater	Z	07020	2,706.27	Reconciled
(4001)41         COMENCI (MARL Lating)         (10) H (Marc) Lating)         (10) H (	tion Edgewater Assoc LLC (OH		10/22/2008	LEETAEHO	Lee; Taehong	1608 Hudson Park		Edgewater	Z	07020	2,841.98	Reconciled
0000183         022000         04487         Landon (Paylater)         100         02200         04487         Landon (Paylater)         100         02303         33395           0000134         022000         04487         Landon (Paylater)         100         100         15650           0000134         022000         04487         Natholane         100         1000         15650           0000134         022000         9448743         Natholane         100         1000 <td< td=""><td>on Edgewater Assoc LLC (OH</td><td></td><td>10/22/2008</td><td>LIWEIWEI</td><td>Wei Wei Li and</td><td>John H Shao</td><td>718 Hudson Park</td><td>Edoewater</td><td>ĩ</td><td>07020</td><td>3.226.76</td><td>Reconciled</td></td<>	on Edgewater Assoc LLC (OH		10/22/2008	LIWEIWEI	Wei Wei Li and	John H Shao	718 Hudson Park	Edoewater	ĩ	07020	3.226.76	Reconciled
6460153         0.046V	Con Edaewater Associ II C (OHI		8000/00/01	107ADEVN	Contraction Designed T	1106 Hirdson Dark #1106		Edoweter	Z	02020	3 320 85	Deconord
<ul> <li>Carolia Cozone Succession Constraints of the Constraint of the Constrai</li></ul>			0002/22/01				1100 Liver Deels		2	02020		
6601135         722008         PARKNAN         Fert Version         700	gon Edgewater Assoc LLU (UHI		8002/22/01	OHJAEY	Jae Y On and	Kaina Lee	1109 Hudson Park	Edgewater	2	07070	10.060,1	Keconciled
14401144         1220200         POSEKU         100010         3,77.20           14401144         100010         100010         3,77.20         3,77.20           14401144         100010         100010         3,77.20         3,77.20           14401145         100010         100010         3,77.20         3,77.20           14401145         100010         100010         100010         3,77.20           14401145         100010         100010         100010         3,77.20           1440115         100010         100010         100010         3,77.20           1440115         100010         100010         100010         3,77.20           1440115         100010         100010         100010         100010         3,77.20           1440115         100010 <td< td=""><td><pre>gon Edgewater Assoc LLC (OHF)</pre></td><td></td><td>10/22/2008</td><td>OHKEUM</td><td>Keum Chang Oh and</td><td>Soon Lim Oh</td><td>808 Hudson Park</td><td>Edgewater</td><td>Z</td><td>07020</td><td>3,012.00</td><td>Reconciled</td></td<>	<pre>gon Edgewater Assoc LLC (OHF)</pre>		10/22/2008	OHKEUM	Keum Chang Oh and	Soon Lim Oh	808 Hudson Park	Edgewater	Z	07020	3,012.00	Reconciled
(49)(14)         (122,02)         (123,02)         (114)	E		10/22/2008	PARKHONG	Park: Hong K	1609 Hudson Park		Edgewater	Z	07020	3.170.50	Outstanding
660105         CCCC000         FCCM         EGM-MER         FC         CCC         CCCC         CCC         CCC			8000/00/01	DONEDV	Doener Advertising	30 Broad St		Now Vorb	N	10004	1 822 00	Delinerad
March Internation			0002/22/01						Z	+0001	4,032.00	
14601136         TUDERTA INC.         RINULERA INC.         Mare IL, Nital Includion Plat, Edgewater NJ         70702         349055           14601136         TUDERTA INC.         Nithery, Bont, Return, Danadia Plat, Tutal Includion Plat, Edgewater NJ         70702         349055           14601136         TACHOLO         Nithery, Bont, Return, Danadia Plat, Tutal Includion Plat, Edgewater NJ         70702         73905           1461140         Nithery, Bont, Return, Pareeux, Rival, Danadia         111144660 Flat, Edgewater NJ         70702         73905           1461140         Nithery, Bont, Return, Pareeux, Rival, Danadia         111144660 Flat, Edgewater NJ         70702         328234           1461140         Nithery, Bont, Return, Pareeux, Rival, Sant, Sant	gon Edgewater Assoc LLC (UH)		8002/22/01	PYONHYUN	Pyong Hyun Yoon	1509 Hudson Park		Edgewater		07020	621.67	Keconciled
(46)196         722208         SHNR(5)         SHNR(5) <td< td=""><td>agon Edgewater Assoc LLC (OH</td><td>`</td><td>10/22/2008</td><td>RHUMEENH</td><td>Meen H. Rhu and</td><td>Anne Rhu</td><td>708 Hudson Park</td><td>Edgewater</td><td></td><td>07020</td><td>4,399.26</td><td>Reconciled</td></td<>	agon Edgewater Assoc LLC (OH	`	10/22/2008	RHUMEENH	Meen H. Rhu and	Anne Rhu	708 Hudson Park	Edgewater		07020	4,399.26	Reconciled
4600105         1022020         2007000         3000000         3000000         30	ann Ednewater Assor II C (OH	`	10/22/2008	HURICH	Shin: Richard Hochul	1026 Hudson Park		Ednewater		02020	7 846 86	Reconciled
Mathematical         Control         Second         Control         Second         Second <th< td=""><td></td><td></td><td>10/02/22/01</td><td></td><td></td><td></td><td></td><td></td><td></td><td>07010</td><td></td><td></td></th<>			10/02/22/01							07010		
14901150         0.322/2008         Characteristic fields methy (17) Mutsteristic fields methy (18) 1032/008         21/10         America fields methy (17) Mutsteristic fields methy (18) 1032/008         21/10         America fields methy (17) Mutsteristic fields methy (18) 1032/008         21/10	gon Edgewater Assoc LLC (UHI		8002/22/0L	SUNBUONA	sunperg; Donald	To The Hudson Park		Edgewater		07070	08.186	Reconciled
1017 hulsen Fartyal         017 hulsen Fartyal         017 hulsen Fartyal         1017 hulsen Fartyal         1011 hulsen Fartyal	gon Edgewater Assoc LLC (OHI	·	10/22/2008	ZIAOYING	Ying Xiao and	Zhao Zhang	1719 Hudson Park	Edgewater		07020	3,232.02	Reconciled
Products         Discretable         Number	gon Edgewater Assoc LLC (OHI	`	10/24/2008	ACEVROQU	Acevedo; Roque	1017 Hudson Park		Edgewater		07020	3,382.04	Reconciled
46901663         10/202008         ARSTMIR         Fasered Minischend         2500         2000           68001663         10/202008         INTERCE         Internate Minischend         25         2000           68001663         10/202008         INTERCE         Internate Minischunding         253         2000           68001663         10/202008         INTERCE         Internate Minischunding         253         2000           68001693         10/202008         ESWINAP         Internation         10         1000         10         1000         822.00           68001693         10/22/2008         ESWINAP         ESWINAP         100         10         1000         822.00           68001693         10/22/2008         CHRINAL         ESWINAP         100         1000         1000         1000         1000         1000         1000         1000         155.00 </td <td>oon Edgewater Assoc LLC (OH</td> <td>`</td> <td>10/24/2008</td> <td>ALITELOO</td> <td>Alite Flooring, LLC</td> <td></td> <td>P O Box 636</td> <td>Pine Brook</td> <td></td> <td>07058</td> <td>15.985.80</td> <td>Reconciled</td>	oon Edgewater Assoc LLC (OH	`	10/24/2008	ALITELOO	Alite Flooring, LLC		P O Box 636	Pine Brook		07058	15.985.80	Reconciled
040005         0400000         0400000			0000/00/01		Amonociile Mihinelo Formor	Correct & Assession II D	FEO Main Ctroot	Chothom		0100 0110		Docorollod
Hall USA         Transform         Carterian (17)         Carterian (17) <thcarterian (17)<="" th="">         Carterian (17)<td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>6112-02610</td><td>00.002</td><td></td></thcarterian>										6112-02610	00.002	
14901055         102,20200         ITFARCH         Interster Architectualdion         243 Land Area         1540105         162,000           14901055         102,20200         INTERRE         Interster Architectualdion         243 Land Area         10703         642,000           14901055         102,20200         INTERRE         Interster Architectualdion         243 Land Area         10705         3753 73           14901058         102,20200         INTERRE         New Time Space         154 Name         Name         Name         195 Stage         253 34           14901059         102,20200         INTERNE         Name         Name         Name         197 Stage         253 34           1490105         1022200         INTERNE         Name         Name         Name         273 23           1490105         1022200         INTERNE         Name         Name         Name         273 23           1490105         INTERNE         Name         Name         Name         Name         273 23           1490105         INTERNE         Name         Name         Name         Name         273 23           1490105         INTERNE         Name         Name         Name         Name         273 23 <tr< td=""><td>Jon Edgewater Assoc LLC (UH)</td><td>-</td><td></td><td>HAMPELEC</td><td>Hampton Electrical Corporation</td><td>45 S. Airmont Kd</td><td></td><td>Suttern</td><td>λ</td><td>10901</td><td>9/8.63</td><td>Keconciled</td></tr<>	Jon Edgewater Assoc LLC (UH)	-		HAMPELEC	Hampton Electrical Corporation	45 S. Airmont Kd		Suttern	λ	10901	9/8.63	Keconciled
1490195         10242008         IERTeM         Ubm         N         70783         556619           14901958         10242008         FRMTRR         Fremeling         N         70783         556619           14901958         10242008         FRMTRR         Fremeling         N         70783         55613           14901958         10242008         FRMTRR         Fremeling         N         70783         55613           14901958         10242008         CHENTSAU         Tsalm Chenned         N         70783         55613           14901958         10222008         CHENTSAU         Tsalm Chenned         N         10763         55613           14901958         10222008         CHENTSAU         Total Milloum         N         7124ud56         2333           14901958         10222008         PLMEPC         Induftum NL         N         10763         55613           14901958         10222008         PLMEPC         Induftum NL         N         107016         52.0200           14901958         10222008         PLMEPC         Induftum NL         N         10716         52.0200           14901958         10222008         PLMEPC         Induftum NL         N         107	ion Edgewater Assoc LLC (OHI	`	10/24/2008	INTEARCH	Interstate Architectural&Iron	243 Laird Ave.		Cliffside Park	Z	07010	642.00	Reconciled
460-1057         07373         0775         0776	on Edgewater Assoc LLC (OH)	÷.	10/24/2008	LIBETRAN	Liberty Transportation &	Storage. Inc	1075 Garden State Rd.	Union	Ĩ	07083	15.856.19	Reconciled
4360158         Tristing         Frank	non Ednewater Assoc II C (OH	`	10/24/2008	PRIMTIME	Prime Time Sions	28 Woods Edge Rd		Old Tannan		07675	9 763 73	Reconciled
4430150         01024/006         0100         0100         0100         0100         01000         01000         01000         01000         010000         010000         010000         010000         010000         010000         010000         010000         010000         0100000         0100000         0100000         0100000         01000000         01000000         010000000         010000000         010000000         010000000         0100000000000000         0100000000000000000000000000000000000			0000110101		Decidential Morrowty Corn			Horrishura		17111 2500	205.00	Doconcilod
14401196         10.247.008         SOOKSHM         10.247.008         SOOKSHM         10.247.008         SOOKSHM         10.247.008         SOOKSHM         10.247.003         2.53.34           14301196         10.227.008         CHINTKIS         Yanti Chen and 1430.01567         Chint Kun         10.0100         2.53.34           14301196         10.227.008         CHINTKIS         Yanti Chen and 1430.01567         Chint Kun         10.0100         2.53.34           14301196         10.227.008         CHENKU         Tart Kun         NU         0.7030         2.53.34           14301196         10.227.008         CHENKU         PO BAX (FE         PO PA         PO BAX (FE         PO BAX (FE         PO PAX (FE         PO	on Edgewater Assoc LLC (UH)		10/24/2008	RESIWARK	Residential warranty Corp.	5300 Derry Street		Harrisburg		0ACC-LLL/L	00.682	Keconciled
14901960         102/32/008         CHUICHE         Chile Turity         23313           14901960         102/32/008         CHUICHE         Chile Turity         130         712         1313           14901961         102/32/008         CHUICHE         Chile Turity         190         Garaniun CI         Main         10         7743         7343           14901961         102/32/008         CHUICHE         Chile Chila and         Chila and         Chila and         190         712         7143 <t< td=""><td>on Edgewater Assoc LLC (OH</td><td></td><td>10/24/2008</td><td>SOOKSHAR</td><td>Sookdeo; Sharla S.</td><td>601 Monroe St. #3B</td><td></td><td>Hoboken</td><td>Z</td><td>02030</td><td>259.34</td><td>Reconciled</td></t<>	on Edgewater Assoc LLC (OH		10/24/2008	SOOKSHAR	Sookdeo; Sharla S.	601 Monroe St. #3B		Hoboken	Z	02030	259.34	Reconciled
(4)         (7)         (1)         (7)         (7)         (7)         (7)         (7)         (7)         (7)         (7)         (7)         (7) <td>ion Edgewater Assoc LLC (OH</td> <td>`</td> <td>10/29/2008</td> <td>CHENTSAU</td> <td>Tsaulin Chen and</td> <td>Chia-Hwei Chen</td> <td>712 Hudson Park</td> <td>Edgewater</td> <td>Z</td> <td>07020</td> <td>2,631.91</td> <td>Reconciled</td>	ion Edgewater Assoc LLC (OH	`	10/29/2008	CHENTSAU	Tsaulin Chen and	Chia-Hwei Chen	712 Hudson Park	Edgewater	Z	07020	2,631.91	Reconciled
4401962         1022008         CHUNKTS         North         2743-00         7741         2743-00           4401963         10222008         ECC         ESC         23.23         23.03         23.03           4401963         10222008         ESCC         ESCC         53.10         104.6         53.10         23.03           4401963         10222008         ESCC         ESCC         53.10         104.6         53.10         104.6         53.10         23.03           4401963         10222008         IEECAL         ESC         53.10         NN         10061         53.10           4401967         10222008         IEECAL         ENC         53.10         NN         10061         53.10           4401967         10222008         HIDERAN         IN         10763         53.10         23.33         53.6         75.01         23.33         53.6         75.01         23.33         53.6         75.01         74.40         74.10         74.10         74.10         74.10         74.10         74.10         74.10         74.10         74.10         74.10         74.10         74.10         74.10         74.10         74.10         74.16         74.10         74.16         74.1	on Edgewater Assoc 11 C (OH	`	10/29/2008	CHILICHIE	Chi F Chui and	Flora K Chui	190 Geranium Ct	Daramiis		07652	1 71 2 37	Reconciled
4301056         Incommentation         Total			10/00/00/00			400 Milburn Aug		Millburn		07044	2 740 70	Doconcilod
4401195         10/22/2008         ECC         50.00         53.10.7         5			10/00/00/00	COFEDICE				Cordon City Bork		11040 0504		Doconcilod
Number         Num         Num         Num			0002/02/01							20020	02.02	
4430195         10/23/2008         Eacc.         ESC.         ESC. <thesc.< th="">         ESC.         ESC.</thesc.<>			0002/82/01			104 E. Elizabelh Ave.		Linden		00000	02.000.2	Reconciled
14301566         10/322008         HMRELEX         Hamben Electrical coproration         45.5 Atmont Rd         Suffer         NY         10301         5.13.0.7           14301566         10/292008         HMMELEX         Hem Depot Certita Coproration         45.5 Atmont Rd         Bary Transportation S         5.15.0.7           14301567         10/292008         LETTAN         Lehry Transportation S         Stronge, Inc.         105.6 acretes factor station         5.15.0.7           1430157         10/292008         LUZUND         Construction         Xun Yang         3.01 Mudson Park         Nu 2020         5.15.0.7           14301727         10/292008         MHCONSTR         MH Construction         3.01 Mudson Park         Nu 2020         5.15.0.7           1430172         10/292008         MHCONSTR         MH Construction         3.01 Mudson Park         Nu 2020         5.15.0.7           1430172         10/292008         MHCONSTR         MH Construction         3.01 Mudson Park         Nu 2020         5.15.0.7           1430172         10/292008         MHCONSTR         MH Construction         3.01 Mudson Park         Nu 2020         5.476.47           1430172         10/272008         Borougo f Elgewater         Atti.         916 River Road         Elgewater         Nu 207	on Edgewater Assoc LLC (UHI		8007/67/0L	ESCC	ESCC	149 Madison Ave/Sulte 501		New York		91.00L	16,200.00	Keconclied
Parage         P.O. Box         P.O. Box         Des Mones         IA         S038-9055         515.07           14301367         17292008         IMOREPO         Henry Tanaportation &         Von Yang         154.100         154.100           14301367         17292008         IUZUING         Zijng Lu and         Yun Yang         310 Hudson Park         Edgewater         Nu         7023         355.07           14301377         10722008         HCNOSTR         HT Anstruction         300 Hudson Park         Edgewater         Nu         70703         355.07           14301377         10722008         HCROSTR         HT Anstruction         300 Hudson Park         Edgewater         Nu         70733         355.00           14301377         10732008         HLERESOU         HR. Resources.Inc.         Boyome         NN         11554-912         20.412.39           14301377         10732008         HLERESOU         HL. Resources.Inc.         HLE.         NU         70703         6.476.47           14301377         10731208         Boroupo Edgewater         Attr. Joseph Iamacon Jr         916 River Road         Edgewater         Nu         70720         6.476.47           14301377         10731208         Boroupo Edgewater         Attr. Joseph I	on Edgewater Assoc LLC (OHI		10/29/2008	HAMPELEC	Hampton Electrical Corporation	45 S. Airmont Rd		Suffern		10901	5,310.37	Reconciled
14301058         IDEFTAN         Lehny Transportation & 14301058         USTTAN         Lehny Transportation & 14301058         1000         1000         1000         111100         111100         111100         111100         111100         111100         111100         111100         111100         111100         111100         111100         111100         111100         111100 <t< td=""><td>on Edgewater Assoc LLC (OHI</td><td>·</td><td>10/29/2008</td><td>HOMDEPO</td><td>Home Depot Credit Services</td><td>P.O. Box 9055</td><td></td><td>Des Moines</td><td></td><td>50368-9055</td><td>515.07</td><td>Reconciled</td></t<>	on Edgewater Assoc LLC (OHI	·	10/29/2008	HOMDEPO	Home Depot Credit Services	P.O. Box 9055		Des Moines		50368-9055	515.07	Reconciled
4301060         Display         Display <t< td=""><td>jon Edgewater Assoc LLC (OHI</td><td>`</td><td>10/29/2008</td><td>LIBETRAN</td><td>Liberty Transportation &amp;</td><td>Storage, Inc</td><td>1075 Garden State Rd.</td><td>Union</td><td>Z</td><td>07083</td><td>1,514.00</td><td>Reconciled</td></t<>	jon Edgewater Assoc LLC (OHI	`	10/29/2008	LIBETRAN	Liberty Transportation &	Storage, Inc	1075 Garden State Rd.	Union	Z	07083	1,514.00	Reconciled
14301371         10322030         RT/Construction         300         875.00           14301371         10322030         FCRUMR         MT/Construction         300         201.23         875.00           14301371         10322008         FCRUMR         RT/Construction         300         201.23         875.00           14301372         10322008         FCRUMR         RLFESOLM         FCRUMR         700         201.23         201.23           14301372         10322008         FCRUMR         RLFESOLM         FCRUMR         700         201.23	on Edgewater Assoc LLC (OH	`	10/29/2008	LUZUING	Ziing Lu and	Yun Yang	310 Hudson Park	Edgewater	Z	07020	353.60	Reconciled
143011371         10/292/008         PCRICHAR         PC Retard Builders Dirision         c/accourts Receivable         P.O. Box 912         Tamingdale         NY         11755-5122         20.412.30           143011372         10/322008         Rick Resources, inc.         PC Disx 9955         Unionclate         NY         11755-5122         20.412.30           143011372         10/312008         BOROEDGE         Brorugh of Edgewater         Atti. Joseph Iamaconi Jr         916 River Road         Edgewater         NU         07020         6.196.50           143011372         BOROEDGE         Brorugh of Edgewater         Atti. Joseph Iamaconi Jr         916 River Road         Edgewater         NU         07020         6.196.55           14301137         10/312008         BOROEDGE         Brorugh of Edgewater         Atti. Joseph Iamaconi Jr         916 River Road         Edgewater         NU         07020         6.476.47           14301137         10/312008         BOROEDGE         Brorugh of Edgewater         Atti. Joseph Iamaconi Jr         916 River Road         Edgewater         NU         07020         6.476.47           14301372         10/312008         BOROEDGE         Brorugh of Edgewater         Atti. Joseph Iamaconi Jr         916 River Road         Edgewater         NU         07020         6.	on Edgewater Assoc LLC (OH)	÷.	10/29/2008	MHCONSTR	M H Construction	30 Boatworks Dr.		Bavonne	Ĩ	07002	875.00	Reconciled
14301372         10232000         Ru, RESCU         RJ         1555-965         1682.75           14301372         10322000         Ru, RESCU         RJ         Resources inc.         1680.50         168.00         175.00         1600.50         168.05         168.00         168.00         168.00         168.00         175.00         1600.50         168.05         168.05         168.05         168.05         168.05         168.05         168.05         168.05         168.05         168.05         168.05         168.05         168.05         168.05         168.05         168.05         175.05         169.05         175.47         168.05         168.05         168.05         168.05         168.05         168.05         168.05         168.05         168.05         168.05         168.05         168.05         175.47         175.47         175.47	ion Edgewater Assoc 11 C (OH	`	10/29/2008	PCRICHAR	PC Richard Builders Division	olo Accounts Receivable	P.O. Boy 0122	Farminodale	λN	11735-0122	20.412.30	Reconciled
<ul> <li>Hadri 173 (10312008 BORCEDE Brough of Edgewater Attr. Joseph Iamacon Jr 916 River Road Edgewater NJ 07020 6105.00</li> <li>Hadri 173 (10312008 BORCEDE Brough of Edgewater Attr. Joseph Iamacon Jr 916 River Road Edgewater NJ 07020 8196.55</li> <li>Hadri 173 (10312008 BORCEDE Brough of Edgewater Attr. Joseph Iamacon Jr 916 River Road Edgewater NJ 07020 8176.47</li> <li>Hadri 173 (10312008 BORCEDE Brough of Edgewater Attr. Joseph Iamacon Jr 916 River Road Edgewater NJ 07020 8176.47</li> <li>Hadri 173 (10312008 BORCEDE Brough of Edgewater Attr. Joseph Iamacon Jr 916 River Road Edgewater NJ 07020 5476.47</li> <li>Hadri 173 (10312008 BORCEDE Brough of Edgewater Attr. Joseph Iamacon Jr 916 River Road Edgewater NJ 07020 5476.47</li> <li>Hadri 173 (10312008 BORCEDE Brough of Edgewater Attr. Joseph Iamacon Jr 916 River Road Edgewater NJ 07020 5476.47</li> <li>Hadri 173 (10312008 BORCEDE Brough of Edgewater Attr. Joseph Iamacon Jr 916 River Road Edgewater NJ 07020 5.3772</li> <li>Hadri 17208 BORCEDE Brough of Edgewater Attr. Joseph Iamacon Jr 916 River Road Edgewater NJ 07020 8.397.52</li> <li>Hadri 1331 (10312008 BORCEDE Brough of Edgewater Attr. Joseph Iamacon Jr 916 River Road Edgewater NJ 07020 8.397.52</li> <li>Hadri 1381 (10312008 BORCEDE Brough of Edgewater Attr. Joseph Iamacon Jr 916 River Road Edgewater NJ 07020 8.397.52</li> <li>Hadri 1381 (10312008 BORCEDE Brough of Edgewater Attr. Joseph Iamacon Jr 916 River Road Edgewater NJ 07020 8.397.52</li> <li>Hadri 1381 (10312008 BORCEDE Brough of Edgewater Attr. Joseph Iamacon Jr 916 River Road Edgewater NJ 07020 8.397.52</li> <li>Hadri 1381 (10312008 BORCEDE Brough of Edgewater Attr. Joseph Iamacon Jr 916 River Road Edgewater NJ 07020 8.397.52</li> <li>Hadri 1381 (10312008 BORCEDE Brough of Edgewater Attr. Joseph Iamacon Jr 916 River Road Edgewater NJ 07020 8.337.52</li> <li>Hadri 1381 (10312008 BORCEDE Brough of Edgewater Attr. Joseph Iamacon Jr 916 River Road Edgewater NJ 07020 8.395.53</li></ul>		`	10/20/008		D II Decurre Inc	DO Boy OGOR		Incondence	Ż	11555 0605	1 602 76	Peconciled
<ul> <li>Hadrolfst 1031/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 6,196.55 (1431/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 5,476.47 (1431/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 5,476.47 (1431/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 5,476.47 (1431/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 5,476.47 (1431/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 5,476.47 (1431/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 4,247.94 (1430/1320) 1031/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 4,247.94 (1430/132) 1031/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 4,247.94 (1430/138) 1031/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 4,247.94 (1430/138) 1031/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 4,247.94 (1430/138) 1031/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 4,347.94 (1430/138) 1031/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 4,347.94 (1430/138) 1031/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 3,233.10 (1431/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 3,233.10 (1431/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 3,233.10 (1430/138) 1031/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 3,233.10 (1430/138) 1031/2008 BORCEDEE Brough of Edgewater Am. Usesph iamacon Jr. 916 River Road Edgewater Nu 07220 3,233.10 (1430/138) 1031/2008 BORC</li></ul>			10/04/04/04		Demonsh of Edenuistor	Atta: locoph longood le	016 Ditor Dood	Edomotor	2		6 60 E 00	Doconcilod
<ul> <li>10312008 BORCEDEE Borough of Edgewater Attr. Joseph lamacon Jr 916 Rver Road Edgewater NJ 07202 0-130-05</li> <li>14401375 10312008 BORCEDEE Borough of Edgewater Attr. Joseph lamacon Jr 916 Rver Road Edgewater NJ 07202 5-476-47</li> <li>10312008 BORCEDEE Borough of Edgewater Attr. Joseph lamacon Jr 916 Rver Road Edgewater NJ 07202 5-476-47</li> <li>10312008 BORCEDEE Borough of Edgewater Attr. Joseph lamacon Jr 916 Rver Road Edgewater NJ 07202 5-476-47</li> <li>10312008 BORCEDEE Borough of Edgewater Attr. Joseph lamacon Jr 916 Rver Road Edgewater NJ 07202 5-476-47</li> <li>10312008 BORCEDEE Borough of Edgewater Attr. Joseph lamacon Jr 916 Rver Road Edgewater NJ 07202 3-133.05</li> <li>14401367 10312008 BORCEDE Borough of Edgewater Attr. Joseph lamacon Jr 916 Rver Road Edgewater NJ 07202 3-133.05</li> <li>14401387 10312008 BORCEDE Borough of Edgewater Attr. Joseph lamacon Jr 916 Rver Road Edgewater NJ 07202 8-397.52</li> <li>14401387 10312008 BORCEDE Borough of Edgewater Attr. Joseph lamacon Jr 916 Rver Road Edgewater NJ 07202 8-397.52</li> <li>14401382 10312008 BORCEDE Borough of Edgewater Attr. Joseph lamacon Jr 916 Rver Road Edgewater NJ 07202 8-397.52</li> <li>14401382 10312008 BORCEDE Borough of Edgewater Attr. Joseph lamacon Jr 916 Rver Road Edgewater NJ 07202 8-395.54</li> <li>14401382 10312008 BORCEDE Borough of Edgewater Attr. Joseph lamacon Jr 916 Rver Road Edgewater NJ 07202 8-395.54</li> <li>14401382 10312008 BORCEDE Borough of Edgewater Attr. Joseph lamacon Jr 916 Rver Road Edgewater NJ 07202 8-395.54</li> <li>14401382 10312008 BORCEDE Borough of Edgewater Attr. Joseph lamacon Jr 916 Rver Road Edgewater NJ 07202 8-395.54</li> <li>14401382 10312008 BORCEDE Borough of Edgewater Attr. Joseph lamacon Jr 916 Rver Road Edgewater NJ 07202 8-335.10</li> <li>14401386 10312008 BORCEDE Borough of Edgewater Attr. Joseph lamacon Jr 916 Rver Road Edgewater NJ 07202 8-335.10</li> <li>14401386 10312008 BORCEDE Borough of Edgewater Attr. Jos</li></ul>			10/01/000						2	04020	0,000,0	
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 Tarragon Corporation - Development

 Check & Wire Register - October 15, 2008 through January 12, 2009

 Tarragon Edgewater Associates LLC

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# **United States Bankruptcy Court**

**District of New Jersey** 

Tarragon Edgewater Associates, LLC In re

Debtor(s)

09-10548 Case No. 11

Chapter

# LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with rule 1007(a)(3) for filing in this Chapter 11 Case

Kind of Interest Name and last known address or place of Security Class Number of Securities business of holder 100%

**Tarragon Development Corporation** 423 West 55th St., 12th Floor New York, NY 10019

# DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, Kathryn Mansfield, the Exec. V.P. & Secretary of Tarragon Development Corp., the Managing Member of the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date February 26, 2009

Signature /s/ Kathryn Mansfield, Exec. V.P. and Secretary Tarragon Development Corp, Managing Member. Kathryn Mansfield, Exec. V.P. & Secretary

Penalty for making a false statement of concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

# **United States Bankruptcy Court District of New Jersey**

Tarragon Edgewater Associates, LLC In re

Debtor(s)

Case No. Chapter

# 09-10548 11

# **CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)**

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned counsel for <u>Tarragon Edgewater Associates, LLC</u> in the above captioned action, certifies that the following is a (are) corporation(s), other than the debtor or a governmental unit, that directly or indirectly own(s) 10% or more of any class of the corporation's(s') equity interests, or states that there are no entities to report under FRBP 7007.1:

■ None [*Check if applicable*]

February 26, 2009 Date

/s/ Michael D. Sirota Michael D. Sirota MS-4088 Signature of Attorney or Litigant Counsel for Tarragon Edgewater Associates, LLC Cole, Schotz, Meisel, Forman & Leonard, P.A. 25 Main Street Hackensack, NJ 07601 201-489-3000 Fax:201-489-1536