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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

QUEENS THEATER OWNER LLC,

Debtor.

Chapter 11

No. 26-42258 (ess)

**DECLARATION OF YONG ZHANG
PURSUANT TO LOCAL BANKRUPTCY RULE 1007-4**

I, Yong Zhang, pursuant to section 1746 of title 28 of the United States Code, hereby declare that the following is true to the best of my knowledge, information, and belief:

1. I submit this declaration (the “Declaration”) in support of the voluntary Chapter 11 petition of Queens Theater Owner LLC, the debtor and debtor-in-possession herein (the “Debtor”), pursuant to Local Bankruptcy Rule 1007-4 for the Eastern District of New York (“LBR 1007-4”). I am sole director of Xin Development Group International Inc., an indirect owner of the Debtor.
2. In response to LBR 1007-4(a)(i) the Debtor is not a small business debtor within the meaning of §101(51)(D).
3. In response to LBR 1007-4(a)(i) the Debtor is a single asset real estate debtor within the meaning of §101(51)(B).

4. In response to Rule 1007-4(a)(iii) the Debtor owns the unimproved real property located at 135-35 Northern Boulevard, Queens, New York (the “Real Property”).

BACKGROUND OF DEBTOR AND REASON FOR FILING

A. The RKO Loan

5. During October 5, 2022, Debtor entered into a note and mortgage (the “RKO Loan”) with RKO Development LLC (“RKO Development”) in the amount of \$34,425,000. On the same date, the Debtor’s immediate parent, Queens Theater Holdco LLC (“Holdco”), executed a Mezzanine Loan Note with RKO Flushing Development Mezz LLC in the original principal amount of \$5,500,000.00.

6. On or about March 5, 2024, Debtor and RKO Development entered into a forbearance agreement (the “Forbearance Agreement”). Debtor satisfied all of its obligations under the Forbearance Agreement through January, 2026, but did not remit the require payments due February or April, 2026

7. Pursuant to the Forbearance Agreement, during June 2024, RKO Development obtained a judgment of foreclosure and sale (“Foreclosure Judgment”) with respect to the Real Property.

8. A foreclosure sale on the Real Property is scheduled for May 8, 2026, at 10:00 A.M.

9. Therefore, to prevent the foreclosure of the Real Property, the Debtor sought Chapter 11 relief in this court.

10. LBR 1007-4(a)(iv) is not applicable here since the case was not converted from another chapter of the Bankruptcy Code.

11. In response to LBR 1007-4(a)(v), no committee was appointed prior to this bankruptcy filing.

12. In response to LBR 1007-4(a)(vi), a list of the Debtor's twenty largest unsecured creditors is annexed to the bankruptcy schedules of the Debtor.

13. In response to LBR 1007-4(a)(vii), all secured creditors are included on Schedule D of the Bankruptcy Schedules, and they include RKO Development in the amount of the Foreclosure Judgment and a surety on a bond.

14. In response to LBR 1007-4(a)(viii), a summary of the Debtor's assets and liabilities, the Debtor's assets equal: a) the value of the Real Property. I believe the Real Property is worth at least \$90,600,000, pursuant to an appraisal prepared during 2025 and restricted funds held to secure a surety bond equals \$2,000,000. Debtor's liabilities equal the sums owed to the mortgagee (approximately \$40,000,000), plus the amounts owed to general unsecured creditors in the amount of \$588,340.42.

15. In response to LBR 1007-4(a)(ix), Holdco is the parent of the Debtor and is the Debtor's sole member and shareholder.

16. In response to LBR 1007-4(a)(x), there is no property of the Debtor currently in the possession or custody of any custodian, public officer, mortgagee, pledge, assignee of rents or secured creditor.

17. In response to LBR 1007-4(a)(xi), the leases are reflected on Schedule G to the Debtor's bankruptcy schedules.

18. In response to LBR 1007-4(a)(xii), as set forth above, the Debtor's assets consist of the Real Property and the surety bond. I am in possession of Debtor's books

and records. The Debtor has no assets or books and records outside the territorial limits of the United States.

19. In response to LBR 1007-4(a)(xiii), the Real Property is the subject of a foreclosure sale scheduled for May 8, 2026.

20. In response to LBR 1007-4(a)(xiv), I am the Debtor's senior management.

21. In response to LBR 1007-4(a)(xv), there are no wages that will become due with 30 days of the filing of the bankruptcy petition.

22. In response to LBR-4(a)(xvi), no sums will be paid to any officers or directors within 30 days of the filing of the bankruptcy petition.

23. In response to LBR-4(a)(xvii), the Debtor anticipates no cash receipts during the 30-day period immediately after the bankruptcy filing. The Debtor believes that disbursements during the 30-day period following the filing of the bankruptcy petition will equal \$43,557.

24. In response to LBR-4(a)(xviii), the Debtor maintains general liability policies of insurance with on the Real Property equal to \$2,000,000.

25. The Debtor does maintain one bank account with Wells Fargo but it currently holds *di minimus* funds.

Dated: May 7, 2026

/s/ Yong Zhang
Yong Zhang
Authorized Signatory