B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: 2 Shore Drive North, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

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PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: 537 Greenwich JV Mezz LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: 537 Greenwich New JV LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: 537 Greenwich Owner LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: 75 Park Lane, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Acquisitions LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☒ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Civil – Daidone Electric, 445 South St, Suite 310, Morristown, NJ 07960
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Civil – Halmar International, LLC, c/o Corporation Service Company, 80 State Street, Albany, NY 12207
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Civil – Plaza Construction JV, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Civil, Inc., c/o Corporation Service Company, 80 State Street, Albany, NY 12207
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Development, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Institute, Inc., c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA International Group, Inc., c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Newport, Inc., 445 South St., Suite 310, Morristown, NJ 07960
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Southeast, Inc., c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA UniBuy, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CSCEC Holding Company Inc., c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: KM/Plaza (FL Joint Venture), 360 Lexington Ave, 2nd Floor, New York, NY 10017
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Morristown Southgate, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☒ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Neworld Development, Inc., c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Park Shore Investors LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza CM Services, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza Construction California LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☒ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza Construction Holding Company LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza Construction LLC, c/o Corporation Services Company, 80 State Street, Albany, NY 12207
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza Construction Group Florida LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza Contracting Company LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza CW LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza FL Contracting, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza Group Holdings, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza Schiavone (Joint Venture), 1065 Avenue of the Americas, New York, NY 10018
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza/Time Square Joint Venture, 355 Lexington Avenue, Floor 17, New York, NY 10017-6603
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: SC EB-5 Management LLC, c/o A Registered Agent, Inc., 8 The Green, Ste. A, Dover, DE 19901
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: SRE Development, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Strategic Capital, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Strategic EB-5 LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Strategic Greenwich Equity, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Strategic Greenwich, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Strategic Infrastructure, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Strategic Park Shore, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Shore Drive North Development, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA South America, Inc., 525 Washington Boulevard, 31st Floor, Jersey City, NJ 07310
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: China Construction America of South Carolina, Inc., c/o Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301-2525
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: 2 Shore Drive North, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: 537 Greenwich JV Mezz LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: 537 Greenwich New JV LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: 537 Greenwich Owner LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: 75 Park Lane, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Acquisitions LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☒ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Civil – Daidone Electric, 445 South St, Suite 310, Morristown, NJ 07960
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Civil – Halmar International, LLC, c/o Corporation Service Company, 80 State Street, Albany, NY 12207
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Civil – Plaza Construction JV, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Civil, Inc., c/o Corporation Service Company, 80 State Street, Albany, NY 12207
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Development, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Institute, Inc., c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA International Group, Inc., c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

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8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

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2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

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(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

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accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

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(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

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16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Newport, Inc., 445 South St., Suite 310, Morristown, NJ 07960
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA Southeast, Inc., c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA UniBuy, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CSCEC Holding Company Inc., c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: KM/Plaza (FL Joint Venture), 360 Lexington Ave, 2nd Floor, New York, NY 10017
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Morristown Southgate, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☒ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Neworld Development, Inc., c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Park Shore Investors LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza CM Services, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza Construction California LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☒ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza Construction Holding Company LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza Construction LLC, c/o Corporation Services Company, 80 State Street, Albany, NY 12207
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza Construction Group Florida LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza Contracting Company LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza CW LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza FL Contracting, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza Group Holdings, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza Schiavone (Joint Venture), 1065 Avenue of the Americas, New York, NY 10018
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Plaza/Time Square Joint Venture, 355 Lexington Avenue, Floor 17, New York, NY 10017-6603
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: SC EB-5 Management LLC, c/o A Registered Agent, Inc., 8 The Green, Ste. A, Dover, DE 19901
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: SRE Development, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Strategic Capital, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Strategic EB-5 LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Strategic Greenwich Equity, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Strategic Greenwich, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Strategic Infrastructure, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Strategic Park Shore, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Shore Drive North Development, LLC, c/o Corporation Services Company, 251 Little Falls Dr., Wilmington, DE 19808
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: CCA South America, Inc., 525 Washington Boulevard, 31st Floor, Jersey City, NJ 07310
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: China Construction America of South Carolina, Inc., c/o Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301-2525
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Affiliate

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**CSCEC Affiliate**" means China State Construction Engineering Corporation Limited (also known as CSCEC, Ltd.) and all of its affiliates, subsidiaries, branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any entity under its direction or control.

5. "**Debtor**" means CCA Construction, Inc.

6. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements,

letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

1. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

   (1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

   (2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

2. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

3. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

4. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

7. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

8. "**Lending Agreements**" shall refer to any credit that has been extended to you.

9. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or

other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document requests inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the

addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be

accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

1. All Documents concerning transfers, distributions, or any other payments made by You to the Debtor, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

2. All Documents concerning transfers, distributions, or any other payments made by the Debtor to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

3. All Documents concerning transfers, distributions, or any other payments made by You to any Related Persons or Related Companies, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

4. All Documents concerning transfers, distributions, or any other payments made by any Related Companies to You or Your directors, officers, executives, or employees, whether directly or through an intermediary, with a value of greater than approximately US $10,000.

5. All Documents concerning the allocation of assets, liabilities, property, and/or commercial opportunities among the Debtor and/or the Related Companies.

6. All audited financial statements for You during the relevant time period.

7. All unaudited financial statements for You for any years for which audited financial statements are not available. For the most recent completed fiscal period, if audited financial statements are not yet available, annual and quarterly unaudited/internal financial statements for You. For the current fiscal period, year-to-date internal financial statements for You.

8. All Documents concerning Your tax filings and tax returns during the relevant time period.

9. All board minutes, board consents/resolutions, and shareholder resolutions of You concerning the Debtor and/or the Related Companies during the relevant time period.

10. Documents sufficient to identify any related-party transactions by You with the Debtor, any Related Company, or any affiliates thereof during the relevant time period and a register of such transactions.

11. Documents sufficient to identify any position (whether formal or informal) that any director, officer, executive, or employee of You holds or previously held in the Debtor, any Related Company, or any affiliates thereof during the relevant time period.

12. All transfers directly or indirectly made by You to the Debtor, any Related Company, or any affiliates thereof in the relevant time period, including amounts, dates and identity of bank accounts.

13. All transfers that You directly or indirectly made to any trusts in the relevant time period.

14. All Documents and Communications concerning the ownership and management of You, including but not limited to:

(1) Documents describing or identifying Your corporate structure and ownership (including ownership percentages);

(2) Documents sufficient to identify all Your directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify your office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of your capital needs;

(6) Documents concerning your evaluation of your solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with Your supervision and to carry out the activities of the Party), or similar bodies.

15. All Documents and Communications concerning Your ownership and management of any CSCEC Affiliate, including but not limited to:

(1) Documents describing or identifying the corporate structure and ownership (including ownership percentages) of any CSCEC Affiliates;

(2) Documents sufficient to identify all any CSCEC Affiliate's directors, executives, officers, managers, employees, and consultants or agents acting on Your behalf;

(3) Documents sufficient to identify any CSCEC Affiliate's office addresses, websites, telephone numbers, and other contact information;

(4) Documents concerning the determination of any CSCEC Affiliate's dividends and/or distributions to your owners, shareholders, or members;

(5) Documents concerning your evaluation of any CSCEC Affiliate's capital needs;

(6) Documents concerning your evaluation of any CSCEC Affiliate's solvency;

(7) All corporate books, including but not limited to schedules, forms, amendments, worksheets, and any Documents referring to any adjustments made in connection therewith; and

(8) Transcripts or minutes of meetings of the board of directors, management, committees (including any committees of the Chinese Communist Party charged with the supervision of any CSCEC Affiliate and to carry out the activities of the Party), or similar bodies of any CSCEC Affiliate.

16. All Documents and Communications concerning any funds or property (other than funds or property that have a value of less than approximately US $10,000) that You transferred to, received from, or hold for the benefit of the Debtor, any Related Company, or any affiliates thereof.

17. All Documents and Communications concerning Assets that the Debtor own, control, or have an interest in, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person.

18. All Documents and Communications concerning the source of any payments to You from any of the Debtor, the Related Companies, or the Related Persons, including without limitation, (a) direct deposits, ACH payments, online payments, or other payments, (b) checks or cancelled checks, and (c) Documents containing the numbers and holders of any accounts from which payments have been made to You.

19. All Documents and Communications from, to, carbon copying, or blind carbon copying any director, officer, employee, agent or any other person acting on behalf of the Debtor concerning any Assets in which the Debtor have or may have an interest, whether direct, indirect, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured.

20. All Documents and Communications concerning all loans or other debts made by or owed to the Debtor, any Related Company, or any affiliates thereof, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

21. All Documents and Communications concerning any Lending Agreements to which You are a party.

22. All Documents and Communications concerning any declared default or events of default by You under any Lending Agreements, including Documents sufficient to identify the circumstances of the default, any forbearances related thereto, and any additional security taken as a result.

23. All Documents and Communications concerning the grant of any security interest by You under any Lending Agreements.

24. All Documents and Communications concerning the use of proceeds of any Lending Agreements, including both the intended use of proceeds and the actual use of proceeds.

25. All Documents and Communications concerning all contracts and agreements between You and the Debtor, Related Companies, and/or Related Persons during the relevant time period.

26. All Documents and Communications concerning the value of all or any portion of Your Assets, equity, stock, or business (or of any subsidiary or subsidiaries thereof), including the equity value, enterprise value, asset value, liquidation value, or fair market value, or any other form or method of valuation of You (or of any subsidiary or subsidiaries thereof).

27. All forecasts, projections, estimates, or other analyses created by You relating to Your current or future performance, financial condition, or value, including without limitation (i) any projections of revenue, EBITDA, earnings, and cash flows, and all Documents and Communications concerning such forecasts, projections, estimates, or analyses; and (ii) any financial models prepared by You or at Your direction relating to Your own valuation.

28. All Documents and Communications concerning any analyses, reviews, assessments, interpretation, or discussion as to or regarding any actual or potential proposal to extend financing, credit, or loans to You.

29. All Documents and Communications pertaining to all statements of financial condition prepared or provided by, or relating to, any of the Debtor, any Related Company, or any affiliates thereof during the relevant time period, including but not limited to Your audited financial statements, including income statements, cash flow statements, and balance sheets.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Agricultural Bank of China, 277 Park Avenue, 30th Floor, New York, NY 10172
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Bank of America, N.A., 900 Third Avenue, New York, NY 10022
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

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2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

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5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Bank of China, 1045 Avenue of the Americas, New York, NY 10018
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: China Construction Bank Corporation, 1095 Avenue Of The Americas, Ste. 33L, New York, NY 10036
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: China Merchant's Bank, 535 Madison Avenue, 18th Floor, New York, NY 10022
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: HSBC Bank USA N.A., 452 5th Avenue, New York, NY 10018
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: American Express Bank, Ltd., c/o CT Corporation System, 28 Liberty Street, New York, NY 10005
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: American Express Company, World Financial Center, 200 Vesey Street, New York, NY 10285
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Banco Santander, S.A., c/o Corporation Service Company, 80 State Street, Albany, NY 12207
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Bank of New York Mellon, 240 Greenwich Street, New York, NY 10286
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Barclays Bank PLC, 745 Seventh Avenue, New York, NY 10019
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: BMO Harris Bank, N.A., c/o CT Corporation System, 28 Liberty Street, New York, NY 10005
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: BNP Paribas USA, Inc., c/o CT Corporation System, 28 Liberty Street, New York, NY 10005
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

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(5) 537 Greenwich Owner LLC

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(8) CCASA Civil Mexico S.A.

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(14) CCA Building Panama S.A.

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(17) CCA Civil Colombia S.A.S.

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(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Capital One, N.A., c/o Corporation Service Company, 80 State Street, Albany, NY 12207
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

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(32) CCA Panama Corp.

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(75) Plaza Construction Nevada LLC

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(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

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(90) Strategic Greenwich Equity, LLC

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(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Citizens Bank, N.A., 2371 Central Park Avenue, Yonkers, NY 10710
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

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2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Commerzbank AG, 225 Liberty Street, New York, NY 10281
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Credit Suisse (USA) LLC, c/o Corporation Service Company, 80 State Street, Albany, NY 12207
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Deutsche Bank Trust Company Americas, c/o CT Corporation System, 28 Liberty Street, New York, NY 10005
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Federal Reserve Bank of New York, 33 Liberty Street, New York, NY 10045
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Lloyds America Securities Corporation, c/o CT Corporation System, 28 Liberty St., New York, NY 10005
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Morgan Stanley Bank, N.A., c/o CT Corporation System, 28 Liberty Street, New York, NY 10005
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: PNC Bank, N. A., 340 Madison Avenue, New York, NY 10017
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Royal Bank of Canada, c/o Cogency Global Inc., 122 East 42nd Street, 18th Floor, New York, NY 10168
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Societe Generale, c/o CT Corporation System, 28 Liberty Street, New York, NY 10005
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Standard Chartered Bank, c/o CT Corporation System, 28 Liberty Street, New York, NY 10005
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Sumitomo Mitsui Banking Corporation, New York Branch, 277 Park Avenue, New York, NY 10172
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

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(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

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(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

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(17) CCA Civil Colombia S.A.S.

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(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

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(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: TD Bank, N.A., 125 Park Avenue, New York, NY 10017
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

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(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

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(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: U.S. Bank N.A., 100 Wall St., 16th Floor, New York, NY 10004
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

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2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.

B2540 (Form 2540 – Subpoena for Rule 2004 Examination) (12/15)

UNITED STATES BANKRUPTCY COURT

for the District of New Jersey

In re CCA Construction, Inc.
Debtor

Case No. 24-22548-CMG

Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: Wells Fargo, N.A., 437 Madison Ave., New York, NY 10022
(Name of person to whom the subpoena is directed)

☐ *Testimony:* **YOU ARE COMMANDED** to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

PLACE	DATE AND TIME

The examination will be recorded by this method: _____

☐ *Production:* You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See attached Exhibit A.

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: January 13, 2025

CLERK OF COURT

OR

_____ /s/ Brett S. Theisen
Signature of Clerk or Deputy Clerk *Attorney's signature*

The name, address, email address, and telephone number of the attorney representing *(name of party)* BML Properties, Ltd. , who issues or requests this subpoena, are:

Brett S. Theisen, Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, btheisen@gibbonslaw.com, 212-613-2065

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)

(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

Rule 2004 Subpoena to Banks

DEFINITIONS

1. "**Asset**" shall refer to anything having any value, including, without limitation:

   (1) cash and cash equivalents, stocks, bonds, treasury bills, certificates of deposit, annuities, and any other debt security, equity security, or other financial instrument;

   (2) checking, savings, brokerage, and money-market accounts;

   (3) personal property, including, without limitation, vehicles, furnishings, art, and collectibles;

   (4) real property and any structures permanently affixed to such property;

   (5) business inventory;

   (6) cryptocurrency and other digital assets;

   (7) deposit accounts;

   (8) escrow accounts;

   (9) tax credits, returns, or refunds;

   (10) intellectual property rights, goodwill, and other intangible assets; and

   (11) debts, claims, causes of action, accounts receivable, interests in construction projects, construction licenses, building permits, and other things of value to which the Debtor has a legal claim of right and which are in the possession, custody, or control of, or may be brought against, one or more third parties.

2. "**Communication**" means any transmittal of information in the form of facts, ideas, inquiries, or otherwise. A document request for communications calls for production of correspondence, faxes, electronic mail, all attachments and enclosures thereto, computer tapes,

discs, telephone tape recordings, recordings of any other type in any medium of written or oral communications (including but not limited to text or other SMS messages sent over cellular networks and messages sent over the Internet using applications such as WhatsApp, Signal, iMessage, Facebook Messenger, Twitter (via direct message), Slack, Google Chat, or the like), phone logs, message logs, and notes and memoranda of, or referring or relating to, written or oral communications.

3. **"Concerning"** means directly or indirectly, in whole or in part, constituting, evidencing, recording, reflecting, substantiating, describing, summarizing, identifying, or referring or relating to in any way.

4. "**Debtor**" means CCA Construction, Inc.

5. "**Document(s)**" includes, without limitation, all drafts; communications; correspondence; memoranda; records; reports; books; reports and/or summaries of conversations or interviews; diaries; graphs; charts; diagrams; tables; photographs; recordings; tapes; microfilms; minutes; summaries, reports and records of meetings or conferences; records and reports of consultants; press releases; stenographic, handwritten or other notes; checks, front and back; check vouchers, check stubs or receipts; wire transfer requests, approvals, orders and confirmations; tape data sheets or data processing cards or discs or any other written, printed, typewritten or otherwise recorded matter, however produced, reproduced, whether or not now in existence; any paper or writing including files, contracts, correspondence, telegrams, agreements, letters, notes, manuals, forms, brochures, drawings, and other data or data compilation of any sort, stored in any medium from which information can be obtained either directly or, if necessary, after translation into a reasonably usable form; and electronically stored information, including without limitation any information that is generated, received, processed and recorded by computers and

other electronic devices including without limitation any voicemails or other audio files, any video files and images and any text messages; internal or external web sites; output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messages, and all miscellaneous media on which they reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment; and activity listings of electronic mail receipts and/or transmittals; and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to any mobile device, or personal digital assistant. A draft or non-identical copy of any document, whether due to the addition of marginalia or other change, is a separate document within the meaning of this term. Where the electronic and hard copy versions of any document are separate documents per this definition, both the electronic and hard copy versions should be produced.

6. "**Electronically Stored Information**" ("**ESI**") includes without limitation:

(1) information that is generated, received, processed and recorded by computers and other electronic devices including without limitation voicemail;

(2) internal or external web sites;

(3) output resulting from the use of any software program, including, without limitation, word processing documents, spreadsheets, database files, charts, graphs, outlines, electronic mail, instant messenger programs, bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they

reside and regardless whether said electronic data exists in an active file, an archive file, a deleted file, or file fragment;

(4) activity listings of electronic mail receipts and/or transmittals;

(5) and any and all items stored on computer memories, flash drives, hard disks, floppy disks, CD-ROM, DVD, magnetic tape, microfiche, or on any other media for digital data storage or transmittal such as but not limited to smartphone or personal digital assistant (Palm Pilot, Blackberry, iPhone, iPad, or similar device) and file folder tabs, or containers and labels appended to, or relating to, any physical storage device associated with each original or copy of all documents requested herein.

1. "**Person**" refers to, means, and includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.

2. "**Relating to**" means and includes arising from, mentioning, discussing, summarizing, comprising, constituting, describing, reflecting, containing, including, referring to, depicting, connected with, embodying, evidencing, concerning, reporting or involving an act, occurrence, event, transaction, fact, thing, person or course of dealing.

3. **"Related Companies"** shall refer to any of or all the following companies, corporations, or entities (including any alternate spellings or translations):

(1) 2 Shore Drive North, LLC

(2) 3rd Track Constructors

(3) 537 Greenwich JV Mezz LLC

(4) 537 Greenwich New JV LLC

(5) 537 Greenwich Owner LLC

(6) 75 Park Lane, LLC

(7) CCACP.MCM CONSORCIO

(8) CCASA Civil Mexico S.A.

(9) CCASA DR, S.A.S.

(10) CCA 99 Hudson LLC

(11) CCA Acquisitions LLC

(12) CCA Bahamas Ltd.

(13) CCA Building LLC

(14) CCA Building Panama S.A.

(15) CCA Canada Holdings, Inc.

(16) CCA Civil Bahamas, Ltd.

(17) CCA Civil Colombia S.A.S.

(18) CCA Civil – Daidone Electric

(19) CCA Civil – Halmar International, LLC

(20) CCA Civil, Inc.

(21) CCA Civil Panama S.A.

(22) CCA Civil – Plaza Construction JV, LLC

(23) CCA Construction International Inc

(24) CCA Development, LLC

(25) CCA Development Panama S.A.

(26) CCA Green B SA

(27) CCA Institute, Inc.

(28) CCA International Group, Inc.

(29) CCA Jamaica Development Group Limited

(30) CCA MCM Consorcio

(31) CCA Newport, Inc.

(32) CCA Panama Corp.

(33) CCA Peru Construction S.A.C.

(34) CCA South America, Inc.

(35) CCA Southeast, Inc.

(36) CCA UniBuy, LLC

(37) CCA Westchester Inc.

(38) China Construction America of South Carolina, Inc.

(39) China State Construction Engineering Corporation Limited (CSCEC) [中国建筑集团有限公司]

(40) China State Construction Engineering Corporation Panama S.A. (SEM)

(41) China Overseas America, Inc.

(42) Colonial Hospitality Management Ltd.

(43) Consorcio CCA-COCIGE

(44) CSCEC Bahamas, Ltd.

(45) CSCEC Capital (Hong Kong) Limited

(46) CSCEC Electronic Engineering Co., Ltd.

(47) CSCEC Holding Company, Inc.

(48) CSCEC, Ltd. [中国建筑股份有限公司]

(49) CSCEC Panama, S.A.

(50) Dao Panama Development S.A.

(51) Dynasty Capital Group, LLC

(52) Greenwich Charlton Owner LLC

(53) Hudson North, LLC

(54) Hudson Park Investors, LLC

(55) KM/Plaza (FL Joint Venture)

(56) Lakeview Houston, LLC

(57) Morristown Southgate, LLC

(58) Neworld Development, Inc.

(59) Neworld One Bay Street, Limited

(60) OFICINA T1000-OFICINA 54A, S.A.

(61) Park Lane Development, LLC

(62) Park Shore Investors LLC

(63) Perfect Luck Assets Limited

(64) Plaza CM Services, LLC

(65) Plaza Construction Arizona, LLC

(66) Plaza Construction California Corp

(67) Plaza Construction California LLC

(68) Plaza Construction California L.P.

(69) Plaza Construction DC, LLC

(70) Plaza Construction Group Florida LLC

(71) Plaza Construction Hawaii LLC

(72) Plaza Construction Holding Company LLC

(73) Plaza Construction LLC

(74) Plaza Construction Louisiana LLC

(75) Plaza Construction Nevada LLC

(76) Plaza Construction Texas LLC

(77) Plaza Contracting Company LLC

(78) Plaza CW LLC

(79) Plaza FL Contracting, LLC

(80) Plaza Group Holdings, LLC

(81) Plaza Schiavone (Joint Venture)

(82) Plaza/Time Square Joint Venture

(83) POINTE Hospitality Management Ltd.

(84) SC EB-5 Management LLC

(85) Shore Drive North Development, LLC

(86) SRE Development, LLC

(87) Strategic Capital (Beijing) Consulting Co., Ltd.

(88) Strategic Capital, LLC

(89) Strategic EB-5 LLC

(90) Strategic Greenwich Equity, LLC

(91) Strategic Greenwich, LLC

(92) Strategic Greenwich Mezz Lender, LLC

(93) Strategic Hudson South, LLC

(94) Strategic Hudson Towers, LLC

(95) Strategic Hudson North, LLC

(96) Strategic Infrastructure, LLC

(97) Strategic Park Shore, LLC

(98) Strategic Property Holding, Limited

(99) Strategic Real Estate, LLC

(100) Yonkers Waterfront Properties, LLC

4. **"Related Persons"** shall refer to any of or all the following persons:

(1) Allen Jude Manabat

(2) Bing WEN

(3) Daniel LIU

(4) David WANG

(5) Gang SHAO

(6) Genguo JU

(7) Jason McAnarney

(8) Jichao XU

(9) Luming (Laurence) GAO

(10) Meisheng (Mason) GAO

(11) Ning YUAN

(12) Pei TANG

(13) Pengfei YU

(14) Tiger WU

(15) Xingdi PENG

(16) Xuexuan ZHENG

(17) Yan WEI

(18) Yongming LI

(19) Yuling LIU

(20) Yutian Phinney

5. "**You**" and "**Your**" shall mean the person to whom the subpoena is directed, as stated on the subpoena enclosing this Exhibit A, along with any of its branches, predecessors, successors, assigns, managers, officers, directors, employees, agents, attorneys and any and all persons acting on behalf of any of them, as well as to any subsidiary or affiliate under its direction or control and/or from which it has the right or the practical ability to obtain information, records or documents of any kind.

INSTRUCTIONS

1. All Documents and Communications requested herein shall be produced for inspection and copying within fifteen (15) days of receipt of this subpoena at the offices of Gibbons P.C, One Gateway Center, Newark, New Jersey, 07102-5310, Attn: Brett S. Theisen (btheisen@gibbonslaw.com).

2. This subpoena requires the production of all responsive Documents and Communications located anywhere in the world in Your possession, custody, or control, or available to You, Your employees, members, partners, accountants, agents, attorneys, auditors, or other Persons acting on Your behalf or under any direction or control of Your agents or representatives.

3. The relevant time period for these requests is from May 1, 2014 through and including the date on which You produce Documents responsive to this subpoena.

4. These requests to produce are to be regarded as continuing in nature, so that further and more complete and supplemental responses must be provided if You obtain further, more complete, or new information or Documents.

5. Each Document request shall be construed as being inclusive rather than exclusive. Thus, words importing the singular shall include the plural; words importing the plural shall include the singular; words importing one gender shall include both genders; the words "and" and "or" shall be construed conjunctively or disjunctively as necessary to make the Document request inclusive; the word "all" means "any and all" and the word "any" means "any and all."

6. All Documents and Communications produced pursuant to this subpoena are to be produced as they are kept in the usual course.

7. If a Document or Communication is redacted or not produced on the ground that it is privileged and therefore not subject to disclosure, the following information must be supplied for each Document:

(1) The nature of the privilege being claimed;

(2) The type of Document;

(3) General subject matter of the Document;

(4) The date of the Document; and

(5) other such information that is sufficient to identify the Document, including where appropriate, the author(s) of the Document, the addressee(s) of the Document, the identity of any Person who had an opportunity to review such Document and, where not apparent, the relationship of the author and the addressee to each other.

8. Each Document or Communication requested herein shall be produced in its entirety without deletion, redaction, or excisions, except as qualified by Instruction 6, regardless of whether You consider the entire Document relevant or responsive to this subpoena. If You have redacted any portion of the Document, stamp the word "REDACTED" beside the redacted information on each page of the Document which You have redacted. Any redactions to Documents produced should be identified on a privilege log in accordance with Instruction 6.

9. If any portion of any Document or Communication is responsive to any request in this subpoena, the entire Document or Communication is to be produced.

10. All Documents and Communications are to be produced in the form and in the same order within each file in which they existed prior to production, and the file folders, boxes, or other containers or bindings in which such Documents are found are to be produced intact, including the title, labels, or other descriptions of each such folder, box, or other binding container.

11. All Documents and Communications which cannot legibly be copied must be produced in their original forms.

12. Non-identical copies of Documents, drafts, or copies with annotations, or marks of marginalia shall be treated and produced as separate copies.

13. All responsive ESI that is maintained in the usual course in electronic format shall be produced in its native format along with the software necessary to interpret such files if such software is not readily available, with the metadata normally contained within such Documents, and the necessary load files. If such metadata is not available, each Document shall be accompanied by a listing of all file properties concerning such Document, including, but not limited to, all information concerning the date(s) the Document was last accessed, created, modified, or distributed, and the author(s) and recipient(s) of the Document.

14. If any of these Document requests cannot be responded to in full, You are to produce Documents and Communications to the extent possible, specifying the reason for Your inability to produce further Documents, and stating what knowledge, information, or belief You have concerning the unproduced portion.

DOCUMENT REQUESTS

Wire Transfer Records

1. All Documents relating to wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, received or transmitted during the relevant time period which contain the name of any of the Debtor, the Related Persons, or the Related Companies, including messages where the ordering customer information, the beneficiary information, or other remittance information contains the name of any of the Debtor, the Related Persons, or the Related Companies.

2. To the extent not produced in response to Request No. 1, all Documents reflecting or comprising wire transfer messages, including SWIFT, Fedwire, and CHIPS messages, to, from, or through any account of any type with You associated with any of the Debtor, the Related Persons, or the Related Companies.

Banking Records

3. All Documents concerning Your relationship with, banking services provided to, and accounts held by or on behalf of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other Person or Persons, including but not limited to:

(1) Account opening and/or account closing documents;

(2) Documents reflecting any transfer, wire, deposit, check, debit or credit to or from or for the benefit of any such account, or Asset, including deposit

slips, withdrawal slips, checkbooks, money order or bank check stubs, and cancelled checks;

(3) Account applications, corporate resolutions, passports, signature cards, and any other records utilized in the opening of the accounts, including all mailing addresses, phone numbers, and IP addresses;

(4) Monthly account statements;

(5) Front and back images of all checks deposited, cashed, or written;

(6) Complete details of all incoming and outgoing wire transfers;

(7) Credit memoranda, ACH credits, all deposit items, and all deposit slips;

(8) Debit memoranda, ACH debits, and withdrawal slips;

(9) Cashier's checks purchased and supporting documentation;

(10) Safe deposit box applications and entry records;

(11) Account correspondence, whether physical or electronic; and

(12) Any additional account holders/authorized users, or beneficiaries' for account(s) to include: name, address, date of birth, social security number(s), phone number(s), email address(es) and any linked routing and accounting numbers.

4. All Documents concerning all loans, advances, or other debts (secured or unsecured) owed to the Debtor, whether in their names individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons.

5. All stock certificates, bonds, or other securities in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other entities or persons, or which may be held in account individually or in conjunction with any other

entities or persons in any corporation, domestic or foreign, or issued by the federal government or by any state, municipal, or other governmental agency.

6. All books, records, accounts, monthly statements, and statements of transactions of, and all other Documents concerning, stock brokerage accounts or other investment accounts in the name(s) of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other person or persons.

7. All personal financial statements and credit applications prepared on behalf of the Debtor.

8. Copies of the Debtor's federal, state, and city income tax returns together with the schedules, amendments, and worksheets thereof and all other Documents referring to any adjustments made in connection therewith, together with all related forms, such as Forms 1099, W-2, and K-4.

9. Any and all contracts for the rental or lease of safe deposit boxes or vaults by the Debtor.

10. Any and all rental leases and deeds or conveyances of real property in the names of the Debtor, whether individually, jointly, in trust, as custodian, as nominee, or in conjunction with any other accounts, and whether current or that may have been closed, together with any Documents concerning mortgages, real property taxes, and other expenses and repairs relative to any real property in which the Debtor may have an interest or had an interest within 6 years prior to the commencement of this action.

11. Copies of all corporate books, federal and state income tax returns (together with the schedules and worksheets thereof), and all other Documents concerning any corporation in which Debtor was or is the owner of any stock.

12. Any Documents concerning transfers of personal property by the Debtor in excess of $1,000.

13. All Documents concerning all charges, penalties, or any other indebtedness incurred by the Debtor.

14. Any Documents concerning any monies, benefits, or reimbursement, whether payable or due to Debtor, including for any progress payments, retention payments, service fees, leases or rents, dividends, bonuses, profit sharing, or stock options.

15. All Currency Transactions Reports (Form 4789), Reports of International Transportation of Currency or Monetary Instruments (Form 4790), and Suspicious Activity Reports filed by You with the Department of Treasury, Internal Revenue Service, the United States Customs Service, or the Office of the Controller of the Currency relating to any transactions conducted by or on behalf of the Debtor or CSCEC.

16. Any Know Your Customer (KYC) Documents and information related to the Debtor or CSCEC.

17. Any other Documents concerning the Debtor's Assets, liabilities, expenses, and financial conditions.