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

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Counsel to Moshe Silber

In re:	Case No.: 25-15343 (MBK)
	Chapter: 11
	Judge: Hon. Michael B. Kaplan
CBRM REALTY INC., *et al.*,[1]	**Hearing Date and Time**: October 15, 2026 at 10:00 a.m. (ET)
Debtors.	**Objection Deadline**: October 8, 2026

NOTICE OF MOSHE SILBER'S MOTION TO QUASH THIRD-PARTY SUBPOENA TO FINPRO CAPITAL ADVISORS, INC.

PLEASE TAKE NOTICE that on **October 15, 2026** at **10:00 a.m.**, or as soon thereafter as counsel may be heard, the undersigned attorneys for Moshe Silber a/k/a Mark Silber ("Mr. Silber" or the "Movant"), shall move before the Honorable Michael B. Kaplan, United States Bankruptcy Judge, at the United States Bankruptcy Court, Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Trenton, NJ 08608 for entry of an Order pursuant to Rules 2004 and 9016 of the Federal Rules of Bankruptcy Procedure, Rule 45 of the Federal Rules of Civil Procedure, Rule 2004-1(d) of the Local Bankruptcy Rules for the District of New Jersey, and

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: CBRM Realty Inc. (2420), Crown Capital Holdings LLC (1411), Kelly Hamilton Apts LLC (1115), Kelly Hamilton Apts MM LLC (0765), RH Chenault Creek LLC (8987), RH Copper Creek LLC (0874), RH Lakewind East LLC (6963), RH Windrun LLC (0122), RH New Orleans Holdings LLC (7528), and RH New Orleans Holdings MM LLC (1951). The location of the Debtors' service address in these chapter 11 cases is: In re CBRM Realty Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

section 105(a) of Title 11 of the United States Code quashing the subpoena issued by the Creditor Recovery Trust (the "CBRM Trust") through its Trustee, RLA Consulting LLC (the "CBRM Trustee" or "CBRM Creditor Recovery Trustee"), on August 24, 2026 (the "Subpoena") against FinPro Capital Advisors, Inc. ("FinPro"), and for related relief thereof (the "Motion").

PLEASE TAKE FURTHER NOTICE that in support of the Motion, the undersigned shall rely on the accompanying Memorandum of Law in Support of the Motion, which sets forth the relevant factual and legal bases upon which the Motion should be granted, and the Certification of Nayuan Zouairabani, Esq. A proposed Order granting the relief requested in the Motion is also submitted herewith.

P LEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion shall: (i) be in writing; (ii) state with particularity the basis of the objection; and (iii) be filed with the Clerk of the United States Bankruptcy in accordance with D.N.J. LBR 9013-2 so as to be received no later than seven (7) days before the hearing date set forth above.

PLEASE TAKE FURTHER NOTICE that unless objections are timely filed and served, the Motion shall be decided on the papers in accordance with D.N.J. LBR 9013-3(d) and the relief requested may be granted without further notice or hearing.

Dated: September 11, 2026

Respectfully submitted,

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CBRM REALTY INC., *et al.*, [1]	**Hearing Date and Time**: October 15, 2026 at 10:00 a.m. (ET)
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MEMORANDUM OF LAW IN SUPPORT OF MOSHE SILBER'S MOTION TO QUASH THIRD-PARTY SUBPOENA TO FINPRO CAPITAL ADVISORS, INC.

Moshe Silber a/k/a Mark Silber (the "Mr. Silber" or the "Movant"), by and through his undersigned counsel, hereby submits this memorandum of law in support of the motion (the "Motion") before the United States Bankruptcy Court for District of New Jersey (the "Court") for entry of an order quashing the subpoena issued by the Creditor Recovery Trust (the "CBRM Trust") through its Trustee, RLA Consulting LLC (the "CBRM Trustee" or "CBRM Creditor Recovery Trustee"), against FinPro Capital Advisors, Inc. ("FinPro") on August 24, 2026 (the "Subpoena"). In support of the Motion, the Movant respectfully represents as follows:

PRELIMINARY STATEMENT

On or about August 24, 2026, Dan Kamensky, the CBRM Creditor Recovery Trustee served a third party Subpoena upon FinPro under "Rule 2004", directed exclusively to obtaining

documents and records regarding the direct and indirect ownership of the stock in Sunnyside Bancorp, Inc. and its subsidiary, Sunnyside Federal Savings and Loan Association of Irvington (collectively, the "Bank" or "Sunnyside") as a result of Vecta Partners, LLC, f/k/a Rhodium BA Holdings, LLC's ("Vecta" or "Rhodium") acquisition of Sunnyside (the "Transaction"). The CBRM Trustee, however, did not serve or notify the Subpoena upon: (i) Moshe Silber – who holds a 5% beneficial interest in the Bank, (ii) the Chapter 7 Trustee Karen Bezner (the "Ch. 7 Trustee")[2] - who succeeded to that 5% beneficial interest as a result of Moshe Silber's Chapter 7 filing, (iii) the Voting Trustee Nicholas Frungillo ("Frungillo" or the "Voting Trustee"), who has voting control over the Bank stock via the Voting Trust Agreement[3], and (iv) Miriam Mizrachi – who holds a 95% interest of the Bank stock. The CBRM Trustee proceeded this way despite its actual knowledge of the ownership and control rights of each of these parties.[4] Notwithstanding, FinPro advised Mr. Silber of the Subpoena due to the existing Confidentiality Agreement[5] between Finpro and Vecta f/k/a Rhodium.

Mr. Silber files this objection, among other reasons, to provide Ms. Bezner, Mr. Frungillo, and Ms. Mizrachi an opportunity to review and consider. The third-party subpoena should be quashed for the following reasons:

First, Rule 2004 discovery will not lie where a litigation has been commenced or is imminently anticipated. The dispute over ownership of the Bank stock has already been placed before this Court in Mr. Silber's own bankruptcy proceeding. Although that particular matter was dismissed without prejudice, the Ch. 7 Trustee's counsel has made it clear that it is likely to be

[2] Represented by Arthur Abramowitz, Esq., with respect to all things CBRM related.
[3] And, upon information and belief, his pending contract to sell the Bank stock.
[4] Evidenced by the CBRM Trustee appearing and arguing at the May 13, 2026 hearing before this Court in the dismissed adversary proceeding filed by the Ch 7 Trustee against each of these parties related to the Bank stock. *See* Adv. Pro. No. 26-01178 (MBK), Docket No. 28, ¶ 15.
[5] Defined below.

refiled. This Subpoena is directed at obtaining discovery in connection with the Bank acquisition—the very issue that was the subject of the adversary proceeding in Mr. Silber's Chapter 7 case, and will, upon information and belief, shortly be the subject of a copycat adversary proceeding based on the CBRM Trustee's representations in said adversary proceeding that it had "substantial grounds" to contend that the assets at issue were property of the CBRM estates. *See* Adv. Pro. No. 26-01178 (MBK), Docket No. 28, ¶ 15. Having already identified the claim, appeared in litigation concerning it, and asserted a factual basis for it, the CBRM Trustee cannot use Rule 2004 as a substitute for performing proper discovery under the Federal Rules of Civil Procedure.

Second, the Subpoena is defective under Federal Rule 45, as made applicable by Bankruptcy Rule 9016, because the CBRM Trustee failed to provide prior notice to the 4 parties whose rights and assets are directly implicated. Although the Subpoena was directed to FinPro, it seeks documents concerning the evidentiary background for the ownership of the Bank stock: sources of funds, beneficial ownership interests, and the ownership of Rhodium (now Vecta) which holds the shares of the Bank. Those issues directly affect not only Mr. Silber, but also the Ch. 7 Trustee of Mr. Silber's estate, Nicholas Frungillo, Jr. and Miriam Mizrachi. Each should have received notice and should have an opportunity to object before any third-party production occurs.

Third, the Subpoena seeks highly sensitive confidential, proprietary, and protected information maintained by FinPro in its role as Rhodium/Vecta's financial advisor. Those materials are protected by FinPro/Rhodium's Confidentiality Agreement and include non-public commercial information that Rule 45 expressly protects from compelled disclosure absent appropriate safeguards. One or more of the Ch. 7 Trustee, Frungillo, Miriam Mizrachi and/or Mr.

Silber are currently the owner(s) of that confidentiality, who should have the right to weigh in, and if necessary, seek adequate protections ordered by this Court.

JURISDICTION

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

2. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b).

3. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409(a).

4. The statutory bases for the relief requested herein are Fed. R. Civ. P. 45(a) and (d), which are made applicable to bankruptcy proceedings by Fed. R. Bankr. P. 9016, Rule 2004 of the Fed. R. Bankr. P., Local Rule 2004-l(d), and section 105(a) of the Bankruptcy Code.

RELEVANT BACKGROUND

A. The CBRM Estate and the CBRM Trustee

5. On May 19, 2025, CBRM Realty Inc. ("CBRM"), Crown Capital Holdings LLC ("Crown Capital"), and their affiliated debtors (collectively, the "CBRM Debtors") filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code.

6. The Court confirmed the Chapter 11 Plan for CBRM (the "CBRM Plan") on September 5, 2025 [Docket No. 525], and it confirmed the Chapter 11 Plan for Crown Capital Realty on October 23, 2025 [Docket No. 653] (the "Crown Capital Plan").

7. The CBRM Plan went effective on November 12, 2025 [Docket No. 673] and the Capital Crown Plan went effective on January 9, 2026 [Docket No. 725] (jointly, the "Effective Date").

8. The CBRM Trust was established as of the Effective Date pursuant to the confirmed CBRM Plan. According to the CBRM Plan, the CBRM Trust succeeded to "all rights, privileges, and powers of the Debtors and their Estates" with respect to the NOLA Debtor Contributed

Creditor Recovery Trust Assets, including preserved Causes of Action. *See* Docket No. 525, ¶ 86. The CBRM Trustee has "the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment" such Causes of Action. *Id.* ¶ 87.

9. The Creditor Recovery Trust Agreement similarly provides that the CBRM Trust was expressly created "for the purpose of (i) prosecuting all Trust Causes of Action, monetizing the Creditor Recovery Trust Assets (the "Creditor Recovery Trust Proceeds"), and distributing the Creditor Recovery Trust Proceeds, in each case, in accordance with the Plan, the Confirmation Order and this Agreement and (ii) liquidating and administering the Creditor Recovery Trust Assets ... ." *See* Docket No. 502.

B. Mr. Silber's Estate and Related Litigation

10. On September 19, 2025, Mr. Silber filed a voluntary petition for relief pursuant to chapter 7 of the Bankruptcy Code [Docket No. 1, Case No. 25-21650 (MBK)], and, on November 3, 2025, Karen E. Bezner was appointed as Chapter 7 Trustee [Docket No. 21, Case No. 25-21650 (MBK)].

11. On April 10, 2026, Karen E. Bezner, as Chapter 7 Trustee of Mr. Silber's estate, commenced an adversary proceeding against Mr. Silber, Miriam Mizrachi, and Nicholas Frungillo, Jr. (as trustee of the Voting Trust), seeking avoidance, recovery, turnover, declaratory, and injunctive relief concerning the ownership and control of Vecta-related Bank assets. *See* Adv. Pro. No. 26-01178 (MBK), Docket No. 1. The CBRM Trustee appeared in the adversary proceeding and asserted rights in the Bank stock. *See* Adv. Pro. No. 26-01178 (MBK),Docket No. 28. In his filing, the CBRM Trustee stated that it had been investigating "the source of funds used to acquire Vecta [Sunnyside] Bank and other purported assets of the Debtor" to determine whether those

assets or related claims belonged to the CBRM estates. *Id.* ¶ 13. The CBRM Trustee further represented that it had allegedly identified at least $14.1 million distributed directly by CBRM to Computershare to purchase shares of the Bank and at least $4.5 million was allegedly distributed by CBRM directly to Vecta Bank as a capital contribution on behalf of CBRM. *Id.* ¶ 14. Based on that investigation, the CBRM Trustee represented that it believed there were "substantial grounds to contend that the interests in Vecta, Inc. may constitute property of the CBRM estates, rather than property of the Debtor's Chapter 7 estate," and stated that it anticipated seeking intervention in the adversary proceeding to preserve its claimed ownership rights. *Id.* ¶¶ 15-16.[6]

C. The Issuance of the Subpoena

12. The CBRM Trustee issued the Subpoena against FinPro on August 24, 2026. The Subpoena, along with the letter sent by the CBRM Trustee to FinPro, is attached to the Certification of Nayuan Zouairabani, Esq. (the "Zouairabani Cert.") as **Exhibit A**. The Subpoena relates to the Transaction in which Rhodium (now Vecta) acquired the Bank. The CBRM Trustee's cover letter makes clear that the Subpoena was directed to FinPro because the CBRM Trustee is investigating the source of funds for that Transaction. The letter states that "CBRM Realty, Inc. paid $21,196,044.50 of its own cash toward the acquisition and capitalization of Sunnyside Bancorp, Inc. and its subsidiary," including "$14,100,000 wired on May 27, 2022 and $4,500,000 wired on June 29, 2022." *See* **Exhibit A** at pdf p. 2. It further states that "[t]he buyer of record was Rhodium BA Holdings, LLC, renamed Vecta Partners LLC on the day of closing," while "[t]he Debtors' own books carried the resulting interest as an asset of CBRM Realty, Inc." and "the Schedules 13D filed with the Securities and Exchange Commission report the acquiring entity as owned by

[6] Although the adversary proceeding was dismissed without prejudice, upon information and belief, a second generation of essentially the same adversary proceeding will be filed shortly.

Mr. Silber personally." *Id.* The CBRM Trustee then framed the dispute bluntly: "Both cannot be right." *Id.*

D. Confidentiality Agreements

13. On July 1, 2020, FinPro and Rhodium[7] entered into a *Mutual Confidentiality Agreement* (the "Confidentiality Agreement") in connection with "the exploration of the acquisition of a controlling interest in a financial institution". The Confidentiality Agreement and its amendment are attached to the Zouairabani Cert. as **Exhibit B**. Mr. Silber personally executed the Confidentiality Agreement as "Authorized Signatory for Rhodium". *Id.* at pdf p. 6.

14. The Confidentiality Agreement defines "Confidential Information" broadly to include all non-public, confidential, or proprietary information disclosed, shared, or received between the parties or their "affiliates[], employees, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors", including financial information, business strategies, and - critically - all "notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials" prepared by FinPro that "contain, are based on, or otherwise reflect or are derived from" (among other things) the Confidential Information received by FinPro from Rhodium. *See* **Exhibit B** at pdf pp. 1-2, ¶ 1 (emphasis added).

LEGAL DISCUSSION

I. The Subpoena Exceeds the Permissible Scope of Post-Confirmation Rule 2004 Discovery

15. The Subpoena should be quashed because it seeks Rule 2004 discovery concerning the very subject of an existing, adversarial ownership dispute over Rhodium/Vecta. The Subpoena is directed to FinPro because FinPro served as Rhodium/Mr. Silber's financial advisor in

[7] Through its predecessor entity, Rhodium Bank Holdings LLC, which was subsequently corrected to Rhodium BA Holdings LLC via the amendment dated July 22, 2020. *See* **Exhibit B** at pdf pp. 7-8.

connection with the Bank Transaction. *See* **Exhibit A** at pdf p. 2. That same Transaction—and, more specifically, who owns the resulting Vecta interests—were placed before this Court in the adversary proceeding commenced by the Ch. 7 Trustee in Mr. Silber's bankruptcy case.

16. The CBRM Trustee appeared in that adversary proceeding and expressly asserted the CBRM Trust's competing ownership position. Specifically, the CBRM Trustee represented that, "[b]ased upon the investigation conducted to date, the Trustee believes there are substantial grounds to contend that the interests in [Vecta] may constitute property of the CBRM estates, rather than property of the Debtor's Chapter 7 estate." *See* Adv. Pro. No. 26-01178 (MBK), Docket No. 28, ¶ 15. The CBRM Trustee further stated that it anticipated seeking intervention in that adversary proceeding to preserve its asserted ownership rights in the Vecta interests. *Id.* ¶ 16.

17. In *In re Millennium Lab Holdings II, LLC*, 562 B.R. 614 (Bankr. D. Del. 2016), the court allowed post-confirmation Rule 2004 discovery only after finding that the plan-created trustee was still investigating the scope of potential claims and did not yet possess sufficient information to determine which claims were viable.

18. That distinction is dispositive here: the CBRM Trustee appeared in the Vecta adversary proceeding and told this Court that its investigation had yielded "substantial grounds" to contend that the Vecta interests belong to the CBRM estates. *See* Adv. Pro. No. 26-01178 (MBK), Docket No. 28, ¶ 15. Having taken that position in pending litigation concerning the same Vecta interests, the CBRM Trustee cannot now use Rule 2004 to gather additional pre-complaint or merits discovery from third-party FinPro on the very same disputed issue. *See also In re Washington Mut., Inc.*, 408 B.R. 45, 50-51 (Bankr. D. Del. 2009) (noting that legitimate goals of Rule 2004 examinations include "discovering assets, examining transactions, and determining whether wrongdoing has occurred", but explaining that Rule 2004's use is prohibited where

discovery could lead to evidence related to an adversary proceeding or litigation commenced in another forum.).

19. The dismissal of the adversary proceeding without prejudice does not transform this dispute back into a free-ranging Rule 2004 investigation. The relevant point is that the ownership dispute over Rhodium/Vecta was already the subject of adversarial litigation, the CBRM Trustee appeared in that litigation, and the CBRM Trustee affirmatively represented that it had developed a factual basis to claim that the Vecta interests belonged to the CBRM estates. Rule 2004 is not available as a procedural reset button for a party that announced it has sufficient grounds to pursue a claim.

20. Courts guard against the use of Rule 2004 to circumvent the discovery limits and procedural protections that apply once a dispute has become adversarial. *See In re Washington Mut., Inc.*, 408 B.R. at 51. It is impermissible to pass on a Rule 2004 examination as a "post-confirmation investigative tool" when, in reality, it's being employed as a discovery mechanism to further the prosecution of a very specific, upcoming litigation. Accordingly, the CBRM Trustee's Subpoena must be quashed. If the CBRM Trustee wishes to pursue its litigation claim, it must do so through an adversary proceeding and the discovery framework provided by Fed. R. Bankr. P. 7026 through 7037—not through Rule 2004.

II. The Subpoena Should Be Quashed Because the Trustee Failed to Provide Prior Notice to the Clear Targets of the Investigation– the Ch. 7 Trustee of the Silber Estate, the Voting Trustee, Ms. Mizrachi, and Mr. Silber.

21. Federal Rule of Civil Procedure 45(a)(4), made applicable to these proceedings by Fed. R. Bankr. P. 9016, provides:

> If the subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, then before it is served on the

> person to whom it is directed, **a notice and a copy of the subpoena must be served on each party**.

Fed. R. Civ. P. 45(a)(4) (emphasis added).

22. Bankruptcy Rule 9016 provides that Civil Rule 45 applies to subpoenas issued in bankruptcy cases, and it is not limited to adversary proceedings or contested matters only. *See In re Symington*, 209 B.R. 678, 688-89 (Bankr. D. Md. 1997) (confirming that Rule 45 applies among all other matters in a bankruptcy case in which testimony may be compelled) (citing 10 Collier on Bankruptcy ¶ 9016.01 (15th ed. rev.1996)); *In re McClain Feed Yard, Inc.*, 661 B.R. 136, 139 (Bankr. N.D. Tex. 2024) (Rule 9016 "incorporates subpoena practice under Federal Rule of Civil Procedure 45 to bankruptcy cases.").

23. The case of *Matter of Vanbrocklin*, 2017 WL 988812, at *1-*2 (Bankr. N.D. Ga. 2017) is instructive here. In that case, a Chapter 7 debtor moved to quash a subpoena that plaintiffs had directed to his bank, invoking Rule 45(a)(4) because no notice of issuance was provided before service. The court confirmed that the debtor could challenge such a third-party subpoena.[8] Perhaps more importantly here, insofar as both Trustees have sought to paint Mr. Silber as *persona non grata* in his own Chapter 7 proceeding, the CBRM Trustee also failed to serve (i) the Ch. 7 Trustee, as successor-in-interest to Mr. Silber's 5% beneficial interest, (ii) the Voting Trustee, as successor-in-interest to Mr. Silber's 100% voting control over the Bank stock; or (iii) Ms. Mizrachi, the holder of the 95% beneficial interest in the Bank stock.

24. Because the CBRM Trustee did not serve and notify any of these parties, the Subpoena fails to meet the requirements of Fed. R. Civ. P. 45(a)(4) and must be quashed. *See*

[8] Ultimately, the Court did not quash the subpoena under Rule 45(a)(4) because doing so would have been unnecessary - there was no proof that the subpoena had actually been served. However, the Court did quash the third-party subpoena on other grounds.

Spencer v. Steinman, 179 F.R.D. 484, 489 (E.D. Pa. 1998) (explaining that a failure to provide prior notice deprives a party of its greatest safeguard under Rule 45, "the ability to object to the release of the information *prior to* its disclosure") (emphasis in original); *see also Ace Hardware Corp. v. Celebration Ace Hardware, LLC*, 2009 WL 2753197, at *1 (D. Del. Aug. 28, 2009) ("Personal rights claimed with respect to bank account records give a party sufficient standing to challenge third-party subpoenas served upon financial institutions holding such information.") (citing *Schmulovich v. 1161 Rt. 9 LLC*, 2008 WL 4572537, at *1 (D.N.J. Oct. 14, 2008)). These parties all have direct interests in the same assets and ownership rights implicated by the Subpoena and should have had an opportunity to object before any third-party production occurs.

III. The Subpoena Should Be Quashed Because It Seeks Confidential, Proprietary, and Protected Information

25. Rule 45(d)(3)(A)(iii) mandates quashing a subpoena that "requires disclosure of privileged or other protected matter, if no exception or waiver applies." Fed. R. Civ. P. 45(d)(3)(A)(iii). In addition, Rule 45(d)(3)(B)(i) allows the quashing of a subpoena to protect a person from "disclosing a trade secret or other confidential research, development, or commercial information". Fed. R. Civ. P. 45(d)(3)(B)(i).

26. The Confidentiality Agreement protects all information disclosed, shared, or received between FinPro and Rhodium – including any and all personal information provided by Mr. Silber (the "Rhodium Confidential Information")– as well as all of FinPro's "Notes" [9] that contain, or are based on, Rhodium's Confidential Information (the "FinPro Confidential Information"). *See* **Exhibit B** to the Zouairabani Cert. at pdf pp. 1-2, ¶ 1. It specifically classifies the Rhodium Confidential Information and the FinPro Confidential Information as non-public,

[9] As defined in the Confidentiality Agreement.

confidential, or proprietary information that require protection from disclosure due to the sensitive nature of its information.

27. Ms. Bezner, Mr. Frungillo, and Ms. Mizrachi, are all, in part, likely successors to these benefits and confidentiality restrictions, as is Mr. Silber, but again, none of them were notified of the issuance of the Subpoena by the CBRM Trustee.

28. Numerous categories of documents sought by the Subpoena seek disclosure of this likely protected Confidential Information, including:

- **Financial capacity analyses**: Request 3 seeks all "analyses, assessment, model, memorandum or presentation prepared, reviewed or received by [FinPro] CONCERNING THE BUYER'S[10] ability financial capacity or ability to fund" the Transaction, including sources-and-uses analyses, pro formas, and financial projections.
- **Sources of funds and investor relationships**: Request 4 seeks all documents identifying every source of funds used to pay the Transaction, potentially exposing confidential investor identities and funding arrangements.
- **Ownership and control information**: Request 9 seeks documents identifying "*Who owned the buyer*" and all beneficial owners. Request 11 seeks KYC[11]/AML[12] and beneficial ownership records.
- **Valuation and pricing work product**: Requests 15 and 16 seek all valuations of the Company and any post-closing valuation analysis, including reference to

[10] The term "THE BUYER" is defined in the Subpoena to include not only Rhodium and Vecta but also Rhodium BA Merger Sub Inc., OppCapital Associates LLC, Mr. Silber individually, and "any PERSON acting for or at the direction of any of them, including Hinman, Howard & Kattell, LLP, Venable LLP and Thompson LLP". *See* **Exhibit A** at pdf p. 8, # 14.
[11] Know-your-client.
[12] Anti-money-laundering.

a $71,685,000 figure. These proprietary analyses reflect FinPro's professional judgment and Rhodium's investment thesis.

- **Other client engagements**: Request 18 seeks all documents relating to "any other engagement" between FinPro and any SUBJECT PERSON[13] - a breathtaking request that would expose entirely unrelated confidential client relationships.

29. In addition, the Subpoena potentially seeks disclosure of potentially attorney-client privileged information. For instance, the term "THE BUYER" includes "**any** PERSON acting for or at the direction of any of them, including Hinman, Howard & Kattell, LLP, Venable LLP and Thompson LLP". *See* **Exhibit A** at pdf p. 8, # 14 (emphasis added). FinPro was retained to serve as Rhodium's financial advisor in connection with the Bank acquisition - a transaction that required Federal Reserve approval under 12 U.S.C. § 1467a(e) and Regulation LL. *See* **Exhibit A** at pdf p. 2. The regulatory application process likely involved overlapping legal and financial advisory roles, with FinPro working alongside and/or at the direction of legal counsel, including Hinman, Howard & Kattell, LLP, Venable LLP, and/or Thompson LLP.

30. Similarly, any financial analyses and memoranda prepared by FinPro at the direction of counsel in anticipation of the regulatory proceeding before the Federal Reserve would constitute protected work product. *See In re Cendant Corp. Sec. Litig.*, 343 F.3d 658, 662 (3d Cir. 2003); *Martin v. Bally's Park Place Hotel & Casino*, 983 F.2d 1252, 1261–62 (3d Cir. 1993) (quoting *United States v. Nobles*, 422 U.S. 225, 238-239 (1975)). Ms. Bezner, Mr. Frungillo, and Ms. Mizrachi should have the opportunity to raise these concerns.

[13] The Subpoena defines the term "SUBJECT PERSONS" to encompass nine separate entities and individuals – including Mr. Silber and Miriam Mizrachi in their personal capacity. *Id.* at pdf p. 9, #19.

31. The Subpoena makes no attempt to safeguard any of these privileged materials, nor does it make any effort to protect the non-public, confidential, or proprietary information of FinPro and Rhodium under the Confidentiality Agreement. Given these deficiencies, and the lack of notice as required by Rule 45, the appropriate course of action in this case is to quash the subpoena under Fed. R. Civ. P. 45(d)(3)(A)(iii) and/or Fed. R. Civ. P. 45(d)(3)(B)(i).

CONCLUSION

For the foregoing reasons, Mr. Silber respectfully requests that this Court enter an Order: (a) quashing the Subpoena for exceeding the permissible scope of Post-Confirmation Rule 2004 Discovery; (b) quashing the Subpoena issued by the CBRM Trustee without prior notice to Mr. Silber, Ms. Bezner, Mr. Frungillo or Ms. Mizrachi, as required by Fed. R. Civ. P. 45(a)(4); (c) quashing the Subpoena for requiring disclosure of privileged or other protected matter under Fed. R. Civ. P. 45(d)(3)(A)(iii); (d) quashing the Subpoena for seeking to disclose a trade secret or other confidential research, development, or commercial information under Fed. R. Civ. P. 45(d)(3)(B)(i); and (e) granting such other and further relief as the Court deems just and appropriate under the circumstances.

Dated: September 11, 2026

Respectfully submitted,

PORZIO, BROMBERG & NEWMAN, P.C.

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Counsel to Moshe Silber

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

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Counsel to Moshe Silber

In Re: CBRM REALTY INC., et al., Debtors.	Case No.: 25-15343 (MBK) Chapter: 11 Judge: Hon. Michael B. Kaplan **Hearing Date and Time:** October 15, 2026 at 10:00 a.m. (ET) **Objection Deadline:** October 8, 2026

CERTIFICATION OF NAYUAN ZOUAIRABANI, ESQ. IN SUPPORT OF MOSHE SILBER'S MOTION TO QUASH THIRD-PARTY SUBPOENA TO FINPRO CAPITAL ADVISORS, INC.

Nayuan Zouairabani, of full age, hereby states and certifies as follows:

1. I am an attorney and counsel with the law firm Porzio, Bromberg & Newman (PR), LLC, counsel to Moshe Silber a/k/a Mark Silber (the "Movant"). I am a member of the bar of the Commonwealth of Puerto Rico and am admitted to practice before the United States Bankruptcy Court for the District of Puerto Rico. I certify that I have knowledge of the facts contained herein.

2. I submit this Certification in support of the *Moshe Silber's Motion to Quash Third-Party Subpoena to FinPro Capital Advisors, Inc.* (the "Motion").

3. Attached hereto as **Exhibit A** is a true and correct copy of the cover letter and Subpoena dated August 24, 2026 issued by counsel for the Creditor Recovery Trust through its Trustee, RLA Consulting LLC, to FinPro Capital Advisors, Inc.

4. Attached hereto as **Exhibit B** is a true and correct copy of the July 1, 2020, *Mutual Confidentiality Agreement*, and the July 22, 2020 *Amendment to Mutual Confidentiality Agreement* entered into between FinPro Capital Advisors, Inc. and Rhodium BA Holdings, LLC.

I HEREBY CERTIFY that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: September 11, 2026

By: */s/ Nayuan Zouairabani.*
Nayuan Zouairabani, Esq.

EXHIBIT A



The Law Offices of Richard J. Corbi PLLC

104 West 40th Street, 4th Floor

New York, NY 10018

August 24, 2026

Via Electronic Mail and Overnight Mail

FinPro Capital Advisors, Inc.
Attn: John P. Mauro, Chief Compliance Officer
46 East Main Street, Suite 303
Somerville, New Jersey 08876
Telephone: (908) 234-9398

Re: ***In re CBRM Realty Inc., et. al.*, Case No. 25-15343 (MBK) (Bankr. D.N.J.) - Fed. R. Bankr. P. 2004 Subpoena to FinPro Capital Advisors, Inc.**

Dear Mr. Mauro:

This firm represents Daniel Kamensky of RLA Consulting, LLC, in its capacity as Trustee of the Creditor Recovery Trust for *In re CBRM Realty Inc.* and *In re Crown Capital Holdings LLC* (the "Trustee"), established under the confirmed Chapter 11 Plans of CBRM Realty, Inc. et al., the chapter 11 debtors (collectively, the "**Debtors**"). Enclosed is a subpoena to FinPro Capital Advisors, Inc., issued pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure. This is the first subpoena the Trustee has issued to your firm.

A. Background and Trustee Appointment

By way of brief history, on May 19, 2025, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code. On September 5, 2025, the Bankruptcy Court entered the order confirming the Amended Joint Chapter 11 Plan of CBRM Realty Inc. and certain of its Debtor Affiliates (with Technical Modifications) [ECF No. 525], and on October 23, 2025 the Court entered the revised order confirming the Modified Joint Chapter 11 Plan of Crown Capital Holdings LLC and certain of its Debtor Affiliates [ECF No. 653] (together, the "**Plans**"). Under the Plans, the Creditor Recovery Trust was established as of the Effective Date, and RLA Consulting LLC, through Daniel Kamensky, was appointed as Trustee.

Pursuant to the Plans, the Confirmation Orders and the Creditor Recovery Trust Agreement, the Trustee is vested with exclusive authority to administer the Trust Assets and to obtain, collect, and compel turnover of all estate books, records, and electronically stored information, and to investigate and pursue all rights, claims, and causes of action for the benefit of creditors. That authority is further supported by sections 105, 541 and 542 of the Bankruptcy Code and by Rule 2004 of the Federal Rules of Bankruptcy Procedure. Property of the estate includes all legal and equitable interests of the Debtors in property as of the petition date, including books, records, and information relating to the Debtors' financial affairs.

B. The Trustee's Investigation

The Trustee's investigation is broad. It concerns the sources and uses of funds by Moshe Silber (also known as Mark M. Silber), the former owner of the Debtors, and his affiliates, insiders and related entities, and the application, diversion, transfer and dissipation of the cash and assets of the Crown Capital real estate portfolio — a portfolio of apartment properties financed in part by $191,825,000 of senior unsecured notes. It extends to the accuracy of the information furnished to investors, lenders, rating agencies, accountants and regulators, and to the claims and causes of action arising from all of the foregoing that are vested in the Trust.

C. Why This Subpoena Is Directed to FinPro

Between May and December 2022, CBRM Realty, Inc. paid **$21,196,044.50** of its own cash toward the acquisition and capitalization of Sunnyside Bancorp, Inc. and its subsidiary, Sunnyside Federal Savings and Loan Association of Irvington, including $14,100,000 wired on May 27, 2022 and $4,500,000 wired on June 29, 2022. The buyer of record was **Rhodium BA Holdings, LLC**, renamed Vecta Partners LLC on the day of closing. The Debtors' own books carried the resulting interest as an asset of CBRM Realty, Inc.; the Schedules 13D filed with the Securities and Exchange Commission report the acquiring entity as owned by Mr. Silber personally. Both cannot be right.

Your firm was **Rhodium's financial advisor on that acquisition**, as stated in the announcement press release issued by Sunnyside Bancorp, Inc. as Exhibit 99.1 to its Form 8-K of June 16, 2021.

That role is why the Trustee writes. A financial advisor to an acquirer of a savings and loan holding company does work no one else in the transaction does: it assesses and helps demonstrate **whether the buyer can pay, and with whose money**. The acquisition required approval by the Board of Governors of the Federal Reserve System under section 10(e) of the Home Owners' Loan Act, 12 U.S.C. § 1467a(e), and Regulation LL — an application in which the applicant must satisfy the Board as to its financial resources. Whatever analysis supported that showing was prepared in 2021 and early 2022, and it was prepared before CBRM Realty paid a dollar.

The Trustee's question is narrow and it is factual: ***when your firm analyzed where the purchase price would come from, what did the analysis say?*** If it identified a source other than the Debtors, then the use of Debtor funds departed from what the buyer represented. If it identified the Debtors, then the Debtors' role was known and analyzed on the buyer's own side, and was never disclosed to the Debtors' creditors. Either answer advances the estate, and neither depends on any judgment your firm reached.

D. Priority Items — Requested by Friday, September 4, 2026

Three items are asked for ahead of the balance. Each is a discrete document rather than a search, and the Trustee requests them **by Friday, September 4, 2026**:

(1) **The engagement letter** under which your firm acted, with every amendment. Request 1.

(2) **Who was billed and who in fact paid** — invoices, statements and records of each payment, with the account and financial institution from which each came. Request 2.

(3) **Every analysis of the buyer's ability to fund the purchase price** — financial capacity, sources and uses, proof of funds, pro forma capital — in native format. Request 3.

Item (2) is asked for first because it is short and because it matters independently of anything else: if the Debtors paid your firm's fees for work performed for Mr. Silber or for Rhodium, that payment is itself a transfer the Trustee must account for. The Trustee makes no assertion that it happened; the records will show it either way.

E. Your Books and Records Obligations

The Trustee raises this only because it bears on timing. As a broker-dealer registered with the Securities and Exchange Commission (SEC File No. 8-68864) and a member of FINRA (CRD No. 157816), your firm is subject to the books and records requirements of Rules 17a-3 and 17a-4 under the Securities Exchange Act of 1934. Much of what is sought should therefore sit in a defined record series rather than requiring a broad search — which is a convenience to your firm as well as to the Trustee. **It also means the retention periods for a 2021 engagement are running, and in some categories may be close to expiry. The preservation request at Section H, and Instruction 12, are directed at exactly that.**

F. Reservation of Rights

FinPro Capital Advisors, Inc. is neither a Released Party nor an Exculpated Party under either Plan. *See* CBRM Plan, Article I.A ¶¶ 59, 115; Crown Plan, Article I.A ¶¶ 73, 127. No release, exculpation, injunction or discharge granted or approved in these cases runs in your firm's favor. The Trustee expressly reserves all rights, claims, causes of action and remedies of every kind against every person, and nothing in this letter, in the enclosed subpoena, or in any production made in response to it constitutes a waiver, release, limitation or admission of any kind. Compliance with the subpoena is not a resolution of anything, and the Trustee's investigation is ongoing. The subpoena commands the production of documents only; no examination is noticed by it, and the Trustee reserves the right to seek testimony.

G. Timing

The subpoena is returnable **September 14, 2026**, with the three priority items requested by **Friday, September 4, 2026**. A rolling production is acceptable, and the Trustee is willing to discuss scope, sequencing and format before your firm begins. If there are categories your firm does not hold, saying so in writing with a description of the search performed is a complete answer as to those categories. The Trustee will consider reasonable, documented out-of-pocket costs of

production. The Trustee is also content to treat a single engagement file, produced as a unit, as answering the Requests it covers.

H. Confidentiality and Litigation Hold

The Trustee will treat what is produced as confidential and will use it solely for the administration of these estates. A protective order has been entered in these cases at Doc. No. 788, and the Trustee is prepared to proceed under it.

The Trustee also demands that FinPro Capital Advisors, Inc. and its affiliates, officers, employees, agents and vendors preserve any and all documents, data, and communications, from all sources, in their possession, custody, or control, which relate to the Trustee's claims and causes of action surrounding these matters — including the engagement file, financial models and workpapers, e-mails, messaging application communications, calendars, time and billing records, and the records maintained under Rules 17a-3 and 17a-4. The laws and rules prohibiting destruction of evidence apply to electronically stored information in the same manner that they apply to other evidence, and your firm is asked to suspend any records-retention or disposition schedule that would otherwise apply to the categories described in the enclosed subpoena, including any schedule under which records of a 2021 or 2022 engagement would otherwise become eligible for disposal.

I. Conclusion

Accordingly, enclosed please find a subpoena issued pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the "**2004 Subpoena**"). The specific categories of documents and information requested are set forth in Exhibit A.

The 2004 Subpoena is returnable on **September 14, 2026, at 11:00 a.m. (Eastern Time)**. All responsive documents and information shall be produced to the Trustee's accountants using the following drop box address: https://www.dropbox.com/request/2rytl5v3dfbvr0em61bk, or the address below:

HBM Management Associates, LLC
Attn: Harry Malinowski
6 Elmwood Lane
Syosset, NY 11791

If you have any questions regarding this correspondence, or would prefer to discuss scope on a call before your firm begins, you may contact me directly at (646) 571-2033 or by e-mail at rcorbi@corbilaw.com.

Please be advised that failure to timely comply with the enclosed Rule 2004 subpoena may result in the Trustee seeking appropriate relief from the Bankruptcy Court, including enforcement of this subpoena and the imposition of sanctions.

The Trustee expressly reserves all rights and remedies. Please govern yourself accordingly.

Very truly yours,

THE LAW OFFICES OF RICHARD J. CORBI PLLC
Counsel to CBRM Creditor Recovery Trustee

/s/ Richard J. Corbi
Richard J. Corbi, Esq.

Encl.: Rule 2004 Subpoena with Exhibit A
cc: Mr. Daniel Kamensky, Creditor Recovery Trustee

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

UNITED STATES BANKRUPTCY COURT
District of New Jersey

In re CBRM Realty Inc., et al. Debtor	Case No. 25-15343 (MBK) Chapter 11

SUBPOENA FOR RULE 2004 EXAMINATION

To: FinPro Capital Advisors, Inc., Attn: John P. Mauro, Chief Compliance Officer, 46 East Main Street, Suite 303, Somerville, New Jersey 08876
(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.

[Testimony command NOT checked — this is a documents-only subpoena.]

☒ **Production:** YOU ARE COMMANDED to produce at the time, date and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

PLACE: HBM Management Associates, LLC, Attn: Harry Malinowski, 6 Elmwood Lane, Syosset, NY 11791, or electronically to https://www.dropbox.com/request/2rytl5v3dfbvr0em61bk	DATE AND TIME: **September 14, 2026 at 11:00 a.m. (Eastern Time)**

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: August 24, 2026

/s/ Richard J. Corbi
Attorney's signature

The name, address, email address, and telephone number of the attorney representing RLA Consulting LLC, in its capacity as Trustee of the Creditor Recovery Trust for *In re CBRM Realty Inc.* and *In re Crown Capital Holdings LLC*, who issues or requests this subpoena, are: Richard J. Corbi, 104 West 40th St., 4th Fl., New York, NY 10018, rcorbi@corbilaw.com; (646) 571-2033

[PAGES 2 AND 3 OF THE OFFICIAL FORM — Proof of Service, and the reprint of Fed. R. Civ. P. 45(c), (d), (e) and (g) (effective 12/1/13) — are inserted unchanged from Official Form B2540 (12/15) at finalization.]

EXHIBIT A

DEFINITIONS

1. As used herein, the term **"YOU"** means **"FINPRO CAPITAL ADVISORS, INC."** (CRD No. 157816; SEC File No. 8-68864), together with its predecessors, successors, parents, subsidiaries and affiliates, including FinPro, Inc., and each of its officers, directors, registered representatives, employees, agents, contractors and custodians of records.

2. As used herein, the term **"ALL DOCUMENTS"** means all documents and communications in YOUR possession, custody or control, or otherwise available to YOU.

3. As used herein, the term **"ANY"** and "ALL" are used interchangeably and each means "any and all."

4. As used herein, the term **"AND"** and "OR" shall be construed conjunctively or disjunctively, whichever makes the Request more inclusive.

5. As used herein, the term **"BANKRUPTCY COURT"** means the United States Bankruptcy Court for the District of New Jersey.

6. As used herein, the term **"THE TRUSTEE"** means RLA Consulting LLC, through Daniel Kamensky, in its capacity as Trustee of the Creditor Recovery Trust established under the confirmed Plans of the DEBTORS.

7. As used herein, the term **"CONCERNING"** means relating to, referring to, describing, evidencing, constituting, discussing, reflecting, mentioning, analyzing, considering, comprising, containing, setting forth or otherwise pertaining to, in whole or in part.

8. As used herein, the term **"DEBTOR"** or "DEBTORS" means CBRM Realty Inc. and Crown Capital Holdings LLC, together with any of their affiliated Debtors in the above-captioned chapter 11 cases.

9. As used herein, the term **"DOCUMENT"** has the broadest meaning permitted by Fed. R. Civ. P. 34, made applicable by Fed. R. Bankr. P. 7034 and 9016, and includes all writings, records and electronically stored information of every kind, in native format with metadata intact.

10. As used herein, the term **"ELECTRONICALLY STORED INFORMATION"** or "ESI" means all information stored in any electronic medium, including e-mail, text and instant messages, messaging application communications, financial models and spreadsheets, document management and archive repositories, the records maintained under Rules 17a-3 and 17a-4 under the Securities Exchange Act of 1934, backups and associated metadata.

11. As used herein, the term **"INCLUDING"** means "including without limitation."

12. As used herein, the term **"PERSON"** means any natural person, firm, corporation, limited liability company, partnership, proprietorship, joint venture, trust, association, governmental body or other entity.

13. As used herein, the term **"SILBER"** means Moshe Silber, also known as Mark M. Silber and as Mark Silber, individually and in every capacity.

14. As used herein, the term **"THE BUYER"** means Rhodium BA Holdings, LLC, renamed Vecta Partners LLC on or about June 1, 2022; Rhodium BA Merger Sub, Inc.; OppCapital Associates LLC; SILBER; and any PERSON acting for or at the direction of any of them, including Hinman, Howard & Kattell, LLP, Venable LLP and Thompson LLP. THE BUYER is the PERSON on whose behalf YOU acted in THE TRANSACTION.

15. As used herein, the term **"THE COMPANY"** means Sunnyside Bancorp, Inc., a Maryland corporation (SEC Central Index Key 0001571398), renamed Vecta, Inc. on or about June 27, 2022, together with its subsidiary Sunnyside Federal Savings and Loan Association of Irvington.

16. As used herein, the term **"THE TRANSACTION"** means the acquisition of THE COMPANY by THE BUYER pursuant to the Agreement and Plan of Merger dated June 16, 2021, as amended by Amendment No. 1 dated August 26, 2021, including its negotiation, its financing, the diligence conducted in connection with it, its regulatory approval, its closing on or about June 1, 2022, the Subscription Agreement dated June 29, 2022, and the payment of the merger consideration.

17. As used herein, the term **"THE CONSIDERATION"** means the per-share merger consideration payable in THE TRANSACTION — $18.75 per share as originally executed and $20.25 per share as amended by Amendment No. 1 — and the aggregate amount payable to THE COMPANY's shareholders on closing.

18. As used herein, the term **"THE REGULATORY APPLICATION"** means the application by THE BUYER to the Board of Governors of the Federal Reserve System to become a savings and loan holding company under section 10(e) of the Home Owners' Loan Act, 12 U.S.C. § 1467a(e), and Regulation LL, 12 C.F.R. Part 238, notice of which was published at 86 Fed. Reg. 43240 (August 6, 2021) and which was approved on or about April 29, 2022.

19. As used herein, the term **"SUBJECT PERSONS"** means SILBER; Miriam Mizrachi; Fredrick (Frederick) Schulman; Laura Rosenberg; any DEBTOR; THE BUYER; THE COMPANY; Rhodium Asset Management LLC; Rhodium Capital Advisors; Vecta Capital LLC; and Rhodium Bank Holdings LLC.

20. As used herein, the term **"PETITION DATE"** means May 19, 2025.

21. As used herein, the term **"RELEVANT TIME PERIOD"** means January 1, 2020 through the present. Requests CONCERNING YOUR engagement are not limited in time.

INSTRUCTIONS

1. These Requests call for ALL DOCUMENTS within YOUR possession, custody or control, wherever located and by whomever held, including closed engagement files, off-site storage and archived systems.

2. **Priority.** Requests 1, 2 and 3 are the priority of this subpoena and are requested **by Friday, September 4, 2026**. Producing them on time will not be treated as satisfying the balance, and producing the balance will not excuse a failure as to them.

3. Produce documents as they are kept in the ordinary course of business, organized and labelled to correspond to the Requests to which they respond. Where a single engagement file answers a Request as a unit, it is sufficient to produce it as a unit and identify it.

4. **Native format.** Produce ESI in native format with metadata intact. Financial models, spreadsheets, capacity analyses and pro forma projections shall be produced in native, machine-readable format **with formulas intact** — not as static images or PDF printouts. Produce every version and iteration, not only the final one.

5. **Record series.** Where a Request corresponds to a record series YOU maintain under Rule 17a-3 or Rule 17a-4 under the Securities Exchange Act of 1934, it is sufficient to identify the series and produce it in full rather than to reconstruct it document by document. Identify by name each series produced.

6. If any Request is objected to in part, produce all documents responsive to the balance of it.

7. In responding, furnish all documents available to YOU, including documents held by YOUR affiliates, registered representatives, contractors and service providers, and not merely documents within YOUR direct personal knowledge.

8. If any document called for has been destroyed or discarded, identify each addressor and addressee, the document's date, subject matter and attachments, all persons to whom it was distributed, its date and manner of destruction, the reason for it, and the person who authorized it.

9. If any document is withheld from production, furnish a list identifying each document withheld and the ground on which it is withheld, stated in sufficient detail to permit the BANKRUPTCY COURT to rule on the withholding. For any document withheld on a claim of privilege, provide a privilege log identifying the author, date, title and recipients, a description of the subject matter, the legal and factual grounds relied upon, and the PERSON who is said to hold the privilege asserted.

10. **Confidentiality obligations to THE BUYER.** THE TRUSTEE recognises that YOUR engagement obligations run to THE BUYER. A contractual confidentiality obligation is not a privilege and is not a ground to withhold documents from a subpoena. If YOU consider notice to YOUR former client appropriate, give it promptly and inform THE TRUSTEE, and the return date will be extended by agreement to accommodate it.

11. If no documents are responsive to a particular Request, state so expressly and describe the search performed, identifying the systems and record series searched, including closed-file and archive systems.

12. **Preservation.** YOU are requested to preserve and not alter, delete, destroy, overwrite or dispose of any documents, communications or ESI responsive to this subpoena, notwithstanding any records-retention or disposition schedule that would otherwise apply, **including any schedule under which records of a 2021 or 2022 engagement would otherwise become eligible for disposal.**

13. These Requests are continuing. Promptly produce any additional responsive documents that become available to YOU after the date of YOUR initial production.

14. This subpoena commands the production of documents only. It does not command testimony, and no examination is noticed by it. THE TRUSTEE reserves the right to seek testimony and expressly reserves all rights, claims, causes of action and remedies. Nothing in this subpoena, and no production made in response to it, constitutes a waiver, release, limitation or admission of any kind.

15. Negative responses and certification. If YOU maintain no records responsive to a Request, state that expressly and describe the search. With YOUR production, provide a certification of custodian of records under Fed. R. Evid. 902(11), signed under penalty of perjury by a person with knowledge.

16. Meet and confer. Counsel for THE TRUSTEE is available to discuss scope, sequencing, format and cost at any time before the return date, and a rolling production is acceptable.

SCHEDULE OF DOCUMENTS TO BE PRODUCED

Each Request is limited to the RELEVANT TIME PERIOD except as stated.

A. PRIORITY — REQUESTED BY FRIDAY, SEPTEMBER 4, 2026

1. ***The engagement:*** All engagement letters, mandate letters, retainer agreements, fee agreements, non-disclosure agreements, indemnity agreements and amendments under which YOU acted in connection with THE TRANSACTION or for any SUBJECT PERSON, together with ALL DOCUMENTS CONCERNING the scope of each engagement, the identity of the client, and any limitation on YOUR role. Not limited in time.

2. ***Who was billed and who paid:*** All invoices, fee statements, success-fee calculations and records of payment for each engagement identified in response to Request 1, together with ALL DOCUMENTS identifying the PERSON billed and the PERSON who in fact paid, and, for each payment, the date, amount, and the account and financial institution from which it was remitted. Not limited in time.

3. ***The buyer's ability to fund the purchase price:*** ALL DOCUMENTS CONCERNING any analysis, assessment, model, memorandum or presentation prepared, reviewed or received by YOU CONCERNING THE BUYER's financial capacity or ability to fund THE CONSIDERATION and the capitalization of THE COMPANY — including sources and uses schedules, pro forma capital and capital-adequacy analyses, funding plans, proof-of-funds materials, net-worth or liquidity statements of any PERSON, and financing alternatives considered. Produce in native format with formulas intact, and produce every version.

B. Where the Money Was Coming From

4. ***The identified sources of funds:*** ALL DOCUMENTS CONCERNING the source or sources of the funds to be used to pay THE CONSIDERATION and to capitalize THE COMPANY, including every statement made to YOU as to where the money would come from, every document furnished to YOU in support, and ALL DOCUMENTS CONCERNING any change in the identified source at any time.

5. ***Any reference to CBRM, Crown or the Debtors:*** ALL DOCUMENTS mentioning or CONCERNING CBRM Realty Inc., Crown Capital Holdings LLC, any DEBTOR, "Crown Capital," "Rhodium Asset Management," "Rhodium Capital Advisors," "Rhodium Bank Holdings" or "Vecta Capital," including any statement as to whether any of them was or would be a source of funds, an investor, a co-investor, an affiliate of THE BUYER, or a participant in THE TRANSACTION in any capacity. If YOU hold no document mentioning any of these names, THE TRUSTEE asks that YOU state that expressly and describe the search performed. A clear negative is as useful to THE TRUSTEE as a document.

6. ***The payments actually made:*** ALL DOCUMENTS CONCERNING the payment of $14,100,000 on or about May 27, 2022 and the payment of $4,500,000 on or about June 29, 2022, including what YOU were told or understood as to the source of each, what consideration was to be given in exchange, and to whom the resulting equity was to be issued.

7. ***The price increase:*** ALL DOCUMENTS CONCERNING Amendment No. 1 dated August 26, 2021 and the increase in the per-share price from $18.75 to $20.25, including the resulting increase in aggregate CONSIDERATION, YOUR advice or analysis CONCERNING it, and ALL DOCUMENTS CONCERNING how the increase was to be funded.

8. ***Capacity concerns:*** ALL DOCUMENTS CONCERNING any concern, reservation, question or risk identified by YOU or raised with YOU as to THE BUYER's ability to fund THE TRANSACTION, the adequacy of its capital, or the reliability of any statement made to YOU about its resources, and ALL DOCUMENTS CONCERNING the resolution of each.

C. Ownership and Structure of the Buyer

9. ***Who owned the buyer:*** ALL DOCUMENTS CONCERNING the ownership, control persons and beneficial owners of THE BUYER, including any organizational or structure chart, capitalization table, operating agreement, certificate of formation, or statement made to YOU as to who owned or controlled it, and ALL DOCUMENTS CONCERNING any change in what YOU were told on that subject.

10. ***The acquisition vehicle and the renaming:*** ALL DOCUMENTS CONCERNING the formation and capitalization of THE BUYER, the choice of acquisition structure, the renaming of Rhodium BA

Holdings, LLC as Vecta Partners LLC and of THE COMPANY as Vecta, Inc., the 15-for-1 stock dividend, and the Subscription Agreement dated June 29, 2022.

11. ***Know your customer and diligence on your own client:*** ALL DOCUMENTS CONCERNING YOUR client onboarding, know-your-customer, anti-money-laundering, beneficial-ownership and conflicts review for THE BUYER and any SUBJECT PERSON, including the identification and verification records maintained under YOUR anti-money-laundering programme. Excluding any Suspicious Activity Report and any document the disclosure of which is prohibited by 31 U.S.C. § 5318(g)(2) or 31 C.F.R. § 1010.320(e).

D. The Regulatory Application

12. ***The application file:*** ALL DOCUMENTS CONCERNING THE REGULATORY APPLICATION, including any draft or copy of the application or any part of it in YOUR possession, all exhibits and financial schedules YOU prepared or reviewed, and ALL DOCUMENTS CONCERNING what the application stated as to THE BUYER's financial resources and the source of the acquisition funds.

13. ***Additional information requests:*** ALL DOCUMENTS CONCERNING any request for additional information from the Board of Governors, the Federal Reserve Bank of Philadelphia or any other regulator, every response prepared or reviewed by YOU, and ALL DOCUMENTS CONCERNING the period between the notice published at 86 Fed. Reg. 43240 (August 6, 2021) and the approval on or about April 29, 2022.

14. ***Regulatory communications:*** All communications between YOU and the Board of Governors, any Federal Reserve Bank, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, FINRA or the Securities and Exchange Commission CONCERNING THE TRANSACTION, THE BUYER or any DEBTOR.

E. Valuation and Advisory Work Product

15. ***Valuation of the Company:*** ALL DOCUMENTS CONCERNING any valuation, pricing analysis, comparable-transaction analysis, accretion/dilution analysis or fairness assessment of THE COMPANY prepared or reviewed by YOU, in native format with formulas intact, including every version.

16. ***Valuation of the acquired interest after closing:*** ALL DOCUMENTS CONCERNING any valuation, appraisal or estimate of the value of THE BUYER's or any PERSON's interest in THE COMPANY at any time after closing, including any document CONCERNING a value of $71,685,000 as at September 30, 2022, and ALL DOCUMENTS CONCERNING any request that YOU prepare or support such a valuation.

17. ***Board and investor materials:*** ALL DOCUMENTS CONCERNING any presentation, board book or investor material prepared by YOU CONCERNING THE TRANSACTION, THE BUYER or THE COMPANY, and ALL DOCUMENTS CONCERNING to whom each was furnished and when.

18. ***Other engagements:*** ALL DOCUMENTS CONCERNING any other engagement, transaction, proposal, pitch or approach involving any SUBJECT PERSON — whether completed, deferred, declined or abandoned — including any engagement CONCERNING any DEBTOR, any note offering, or any other bank or savings institution.

F. Communications, Records and Certification

19. ***Communications with the buyer's side:*** All communications between YOU and THE BUYER, SILBER, or any SUBJECT PERSON CONCERNING THE TRANSACTION, by any medium including e-mail, text message, messaging application, telephone note and calendar entry.

20. ***Communications with the target's side and other advisors:*** All communications between YOU and THE COMPANY, Luse Gorman, PC, Keefe, Bruyette & Woods, Hinman, Howard & Kattell, LLP, Venable LLP, Thompson LLP, Computershare Inc., or any accountant or lender, CONCERNING THE TRANSACTION.

21. ***Internal files and notes:*** ALL DOCUMENTS constituting YOUR internal working file for THE TRANSACTION, including analyst notes, meeting and call notes, deal memoranda, committee or supervisory approvals, and any internal review of the engagement.

22. ***Books and records under Rules 17a-3 and 17a-4:*** ALL DOCUMENTS maintained by YOU pursuant to Rules 17a-3 and 17a-4 under the Securities Exchange Act of 1934 CONCERNING THE TRANSACTION, THE BUYER or any SUBJECT PERSON, identified by record series, together with documents sufficient to identify each series YOU maintain and the retention period applicable to it.

23. ***Systems, retention and loss:*** Documents sufficient to identify every system, database and archive in which records responsive to this subpoena are or were maintained, YOUR records retention schedule applicable to each, and ALL DOCUMENTS CONCERNING any destruction, deletion, migration or loss of responsive records, including any file returned to a client and the date and recipient of each.

24. ***Certification of custodian:*** A certification of custodian of records complying with Fed. R. Evid. 902(11) and Instruction 15, covering the entirety of YOUR production.

EXHIBIT B

FinPro
Building value together

Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement (the "**Agreement**"), effective as of July 1, 2020 (the "**Effective Date**"), is entered into by and between FinPro, Inc., a New Jersey S-Corporation having its principal place of business at 158 Route 206, Suite 1, Gladstone, New Jersey and Rhodium Bank Holdings LLC, a limited liability company organized under the laws of the State of Delaware and having its principal place of business at 400 Rella Blvd., Suite 301, Suffern, NY 10901 (collectively, the "**Parties**", and each, a "**Party**").

WHEREAS, in connection with the exploration of the acquisition of a controlling interest in a financial institution (the "**Purpose**"), the Parties desire to share certain information that is non-public, confidential or proprietary in nature.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree as follows:

1. Confidential Information. Except as set forth in Section 2 below, "**Confidential Information**" means all non-public, confidential or proprietary information disclosed before, on or after the Effective Date, by either Party (a "**Disclosing Party**") to the other Party (a "**Recipient**") or its affiliates, or to any of such Recipient's or its affiliates' employees, officers, directors, partners, shareholders, agents, attorneys, accountants or advisors (collectively, "**Representatives**"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," including, without limitation:

(a) all information concerning the Disclosing Party's and its affiliates', and their customers', suppliers' and other third parties' past, present and future business affairs including, without limitation, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies;

(b) the Disclosing Party's unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications and other confidential intellectual property;

(c) all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing;

(d) any third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party to the Recipient or its Representatives; and

(e) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials (the "**Notes**") prepared by or for the Recipient or its Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.

2. Exclusions from Confidential Information. Except as required by applicable federal, state or local law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that:

(a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient or any of its Representatives;

(b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the Recipient by a contractual obligation to the Disclosing Party;

(c) was known by or in the possession of the Recipient or its Representatives, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; or

(d) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

3. Recipient Obligations. The Recipient shall:

(a) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose, or otherwise in any manner to the Disclosing Party's detriment, including without limitation, to reverse engineer, disassemble, decompile or design around the Disclosing Party's proprietary services, products and/or confidential intellectual property;

(c) not disclose any such Confidential Information to any person or entity, except to the Recipient's Representatives who:

(i) need to know the Confidential Information to assist the Recipient, or act on its behalf, in relation to the Purpose or to exercise its rights under the Agreement;

(ii) are informed by the Recipient of the confidential nature of the Confidential Information; and

(iii) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement; and

(d) be responsible for any breach of this Agreement caused by any of its Representatives.

4. Additional Confidentiality Obligations. Except as required by applicable federal, state or local law or regulation, or otherwise as mutually agreed to in writing by the Parties, neither Party shall, nor permit any of its Representatives to, disclose to any person:

(a) that the Confidential Information has been made available to it or its Representatives, or that it has inspected any portion of the Confidential Information;

(b) that discussions or negotiations may be, or are, underway between the Parties regarding the Confidential Information or the Purpose, including the status thereof; or

(c) any terms, conditions or other arrangements that are being discussed or negotiated in relation to the Confidential Information or the Purpose.

5. Required Disclosure. Any Disclosure by the Recipient or its Representatives of any of the Disclosing Party's Confidential Information pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (a "**Legal Order**") shall be subject to the terms of this Section. Prior to making any such disclosure, the Recipient shall provide the Disclosing Party with:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Recipient remains subject to a Legal Order to disclose any Confidential Information, the Recipient (or its Representatives or other persons to whom such Legal Order is directed) shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, such Legal Order specifically requires the Recipient to disclose.

6. Return or Destruction of Confidential Information. At any time during or after the term of this Agreement, at the Disclosing Party's written request, the Recipient and its Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition, the Recipient shall also destroy all copies of any Notes created by the Recipient or its Representatives and certify in writing to the Disclosing Party that such copies have been destroyed.

7. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall expire one (1) year from the Effective Date, provided that either Party may terminate this Agreement at any time by providing written notice to the other Party. Notwithstanding anything to the contrary herein, each Party's rights and obligations under this Agreement shall survive any expiration or termination of this Agreement for a period of two (2) years from the date of such expiration or termination, even after the return or destruction of Confidential Information by the Recipient.

8. No Representations or Warranties. Neither the Disclosing Party nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Recipient hereunder. Neither the Disclosing Party nor any of its Representatives shall be liable to the Recipient or any of its Representatives relating to or resulting from the Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.

9. No Transfer of Rights, Title or Interest. Each Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Recipient or any of its Representatives.

10. No Other Obligation. The Parties agree that neither Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein. Either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise.

11. Remedies. Each Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by such Party or its Representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach.

12. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of New Jersey. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted in the federal courts of the United States or the courts of the State of New Jersey in each case located in the city of Newark and County of Essex, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

13. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section).

14. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.

15. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

17. Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

18. Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

FinPro Capital Advisors, Inc.

By: _____

Name: Donald Musso
Title: President

Rhodium Bank Holdings LLC

By: _____

Name: Mark Silber
Title: Authorized Signatory

Amendment

to

Mutual Confidentiality Agreement

This Amendment to the Mutual Confidentiality Agreement (as defined below) (this "Amendment") is entered into as of July 22, 2020, by and between Rhodium BA Holdings LLC, a limited liability company organized under the laws of the State of Delaware ("RBH"), and FinPro, Inc., an S-Corporation organized under the laws of the State of New Jersey ("FinPro"). Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such term in that certain Mutual Confidentiality Agreement, dated as of July 1, 2020, by and between Rhodium Bank Holdings LLC and FinPro (the "Mutual Confidentiality Agreement").

WHEREAS, the Mutual Confidentiality Agreement incorrectly reflects the name of RBH as "Rhodium Bank Holdings LLC"; and

WHEREAS, the correct name of RBH is "Rhodium BA Holdings LLC"; and

WHEREAS, the Parties desire to enter into this Amendment to amend the Mutual Confidentiality Agreement to correctly reflect the name of RBH in the Mutual Confidentiality Agreement as "Rhodium BA Holdings LLC."

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct, and are hereby incorporated by reference.
2. Wherever the Mutual Confidentiality Agreement uses the term "Rhodium Bank Holdings LLC", such term shall be replaced with "Rhodium BA Holdings LLC."
3. Except as expressly amended by this Amendment, the Mutual Confidentiality Agreement shall remain unchanged and in full force and effect, and the Parties hereby ratify and confirm the Mutual Confidentiality Agreement and each of its obligations thereunder. Any conflict between the Mutual Confidentiality Agreement and this Amendment shall be resolved in favor of this Amendment. This Amendment shall be governed by the laws of the State of New Jersey, without regard to conflict of laws principles. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the Effective Date.

FinPro, Inc.

By: _____

Name: Donald Musso
Title: President

Rhodium BA Holdings LLC

By: Mark Silber

Name: Mark Silber
Title: Authorized Signatory

[Signature Page to Amendment to Confidentiality Agreement]

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

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In Re: CBRM REALTY INC., et al., Debtors.	Case No.: 25-15343 (MBK) Chapter: 11 Judge: Hon. Michael B. Kaplan

ORDER GRANTING MOTION TO QUASHING THIRD-PARTY SUBPOENA ISSUED TO FINPRO CAPITAL ADVISORS, INC.

The relief set forth on the following page, numbered two (2), is hereby **ORDERED**.

THIS MATTER having been opened to the Court by Moshe Silber (the "Movant"), by and through his counsel, Porzio, Bromberg & Newman, P.C., upon a motion for entry of an Order quashing the third-party subpoena issued by the Creditor Recovery Trust through its Trustee, RLA Consulting LLC (the "CBRM Trustee") to FinPro Capital Advisors, Inc. (the "Motion")[1]; and good and sufficient notice of the Motion having been provided; and the Court having considered the Motion, the objections thereto, if any, the arguments of counsel, if any, and all of the papers submitted in support of the Motion and in opposition thereto, if any; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and sufficient notice of the Motion having been given under the particular circumstances and it appearing that no other or further notice need be given; and the Court having considered all of the papers submitted in support of the Motion and in opposition thereto, if any; and after due deliberation thereon and good cause appearing for the entry of this Order, it is hereby

ORDERED as follows:

1. The Motion is hereby **GRANTED**.

2. The third-party subpoena issued by the CBRM Trustee against FinPro Capital Advisors, Inc. shall be and hereby is quashed.

[1] Capitalized terms not defined herein shall have the meanings ascribed to them in the memorandum of law submitted in support of the Motion.