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 22, 2026 at 10:00 a.m. (ET)
Debtors.	**Objection Deadline**: October 15, 2026

NOTICE OF MOSHE SILBER'S MOTION TO QUASH THIRD-PARTY SUBPOENA TO LEVON CAPITAL LLC

PLEASE TAKE NOTICE that on **October 22, 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 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, D.N.J. LBR 2004-1(d), and section 105(a) of title 11 of the United States Code, quashing or, alternatively, modifying the

[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.

subpoena issued by the Creditor Recovery Trust through its Trustee, RLA Consulting LLC, to Levon Capital LLC, and granting related relief (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.

PLEASE 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 Court 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 25, 2026

Respectfully submitted,

PORZIO, BROMBERG & NEWMAN, P.C.
By: */s/ Rachel A. Parisi*
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Counsel to Moshe Silber

In re:	Case No.: 25-15343 (MBK)
	Chapter: 11
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CBRM REALTY INC., *et al.*, [1]	**Hearing Date and Time**: October 22, 2026 at 10:00 a.m. (ET)
Debtors.	**Objection Deadline**: October 15, 2026

MEMORANDUM OF LAW IN SUPPORT OF MOSHE SILBER'S MOTION TO QUASH THIRD-PARTY SUBPOENA TO LEVON CAPITAL LLC

Moshe Silber a/k/a Mark Silber ("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 the District of New Jersey (the "Court") for entry of an order quashing or, alternatively, modifying 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"), to Levon Capital LLC ("Levon") on August 26, 2026 (the "Subpoena"). In support of the Motion, the Movant respectfully represents as follows:

PRELIMINARY STATEMENT

The CBRM Trustee is improperly using Rule 2004 to serve a third-party Subpoena upon an entity that has no known relationship with the instant chapter 11 cases. Indeed, the information

being sought has no apparent bearing on the assets of the CBRM Debtors or the administration of these bankruptcy estates. The Subpoena appears to rest on the premise that, because Mr. Silber (a debtor in his own chapter 7 case) was affiliated with CBRM, the CBRM Trustee has *carte blanche* to investigate any transaction involving Mr. Silber and/or his spouse. That premise is wrong. Rule 2004 does not authorize a post-confirmation trustee to conduct a roving investigation into non-debtor transactions merely because one party to those transactions had some affiliation with a debtor. The inquiry must still be adequately tethered to the Debtors and the CBRM Trustee's role during the post-effective date period.

Further, investigation of Mr. Silber's personal transactions with his wife or third parties belongs, in the first instance, in Mr. Silber's Chapter 7 case. There, Chapter 7 Trustee Karen Bezner has retained Messrs. Stolz and Abramowitz, and these transactions are expected to be addressed shortly in the Court-ordered mediation before Judge O'Hagan. *See* Docket No. 192, Case No. 25-21650 (MBK).

In seeking information concerning Mr. Silber's and Ms. Mizrachi's personal assets and transactions with third parties, the CBRM Trustee disregards the structural separateness of the CBRM entities from Mr. Silber. To Mr. Silber's knowledge, the CBRM Trustee has neither alleged nor established any basis—whether veil piercing or otherwise—for treating his personal assets as assets of CBRM. At most, the CBRM Trustee is an unsecured creditor of Mr. Silber's Chapter 7 estate, whose recourse is through the claims and distribution process in that case. The Court should therefore prevent a duplicative investigation that would subject Mr. Silber, Ms. Mizrachi, and other third parties to overlapping and potentially conflicting discovery demands, causing unnecessary burden, delay, and harassment. For these reasons, and those described below, the Subpoena should be quashed.

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 and rule-based authorities for the relief requested herein are Fed. R. Civ. P. 45(a) and (d), made applicable by Fed. R. Bankr. P. 9016; Fed. R. Bankr. P. 2004; D.N.J. LBR 2004-1(d); and, to the extent supplemental relief is necessary to implement those provisions, 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 on October 23, 2025 [Docket No. 653] (the "Crown Capital Plan", and jointly with the CBRM Plan, the "Plans").

7. The CBRM Plan went effective on November 12, 2025 [Docket No. 673], and the Crown Capital 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

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)].

C. The Issuance of the Subpoena

11. The CBRM Trustee issued the Subpoena to Levon on or about August 26, 2026. The Subpoena and the CBRM Trustee's accompanying cover letter are attached to the Certification of Nayuan Zouairabani, Esq. (the "Zouairabani Cert.") as **Exhibit A**. Moshe Silber and Miriam Mizrachi are referred to collectively as the "Silber Parties." The Subpoena seeks documents and records regarding (i) the conveyance of certain real properties in which the Silber Parties held, or had held, an interest (the "Conveyances"); (ii) certain alleged loans that may have been made or offered to Levon for the benefit of the Silber Parties (the "Loans"); and (iii) any depository

transaction in which Levon may have been involved, including communications between Levon and the Silber Parties relating to that transaction (the "Depository Transaction," and, together with the Loans and Conveyances, the "Transactions"). The cover letter expressly identifies the relevant Conveyances and properties, including premises at 1070 Haverstraw Road, 1092 Haverstraw Road, 41 Powder Horn Drive, and 32, 34, and 36 Powder Horn Road in Rockland County, New York (collectively, the "Properties"). *See* **Exhibit A** at pdf p. 2.

LEGAL DISCUSSION

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

12. "A Rule 2004 examination is not a deposition; it serves a different purpose and is governed by different procedural rules." *In re Millennium Lab Holdings II, LLC*, 562 B.R. 614, 626 (Bankr. D. Del. 2016) (referencing *Simon v. FIA Card Services*, 732 F.3d 259, 268 (3d Cir. 2013)). Rule 2004 is broad, but it is not unlimited. Rule 2004(b)(1) permits inquiry into the debtor's acts, conduct, property, liabilities, and financial condition; matters affecting estate administration; and the debtor's right to a discharge. In a chapter 11 case, Rule 2004(b)(2) also reaches matters concerning the operation of the debtor's business, the source of money or property acquired or to be acquired for plan consummation, and matters relevant to the case or formulation of a plan. Fed. R. Bankr. P. 2004(b)(1)–(2). The party seeking the examination must therefore demonstrate good cause and a relationship between the proposed inquiry and a permissible Rule 2004 purpose. *See In re Countrywide Home Loans, Inc.*, 384 B.R. 373, 393 (Bankr. W.D. Pa. 2008).

13. Courts recognize that Rule 2004(b) establishes a ceiling on permissible inquiry. Although Rule 2004 allows some latitude, it may not be used to conduct a wholesale investigation of a non-debtor's private affairs, stray beyond matters relevant to Rule 2004(b), or inflict abuse or

harassment. *See Countrywide Home Loans*, 384 B.R. at 393–94; *Millennium Lab*, 562 B.R. at 628; *In re Orion Healthcorp, Inc.*, 596 B.R. 228, 235 (Bankr. E.D.N.Y. 2019) (quoting *In re Bakalis*, 199 B.R. 443, 447 (Bankr. E.D.N.Y. 1996)).

14. The Subpoena should be quashed or modified because its requests extend beyond the permissible scope of Rule 2004(b). As described above, the requests concern the Conveyances, Loans, Depository Transaction, and related dealings between Levon and the Silber Parties. Each category concerns transactions among persons and entities that are not debtors in these Chapter 11 cases. *See* **Exhibit A** at pdf pp. 13–15.

15. The CBRM Trustee has not demonstrated that these categories concern the CBRM Debtors, property of their estates, preserved Trust Causes of Action, implementation of either confirmed Plan, administration of the Trust Assets, or distribution of Creditor Recovery Trust Proceeds. The cover letter states only that the Trustee is vested "with full authority to administer the Trust Assets and pursue all associated rights and claims for the benefit of creditors." *See* **Exhibit A** at pdf p. 1. That general statement does not identify any Trust Asset or preserved cause of action to which the Transactions relate and does not establish good cause for the requested inquiry. *See Countrywide Home Loans*, 384 B.R. at 393.

16. Mr. Silber's relationship with CBRM does not make every transaction involving Mr. Silber, his spouse, or another non-debtor subject to examination by the CBRM Trustee. Nor may the CBRM Trustee simply assume that assets associated with Mr. Silber are also assets of CBRM. The CBRM entities are legally distinct from Mr. Silber in his individual capacity, and, to Mr. Silber's knowledge, the CBRM Trustee has neither alleged nor proven veil piercing, alter ego liability, substantive consolidation, or any other basis for disregarding that separateness.

17. The Transactions identified in the Subpoena concern potential interests of Mr. Silber and therefore fall squarely within Ms. Bezner's statutory duty to investigate the debtor's financial affairs. *See* 11 U.S.C. § 704(a)(4). Ms. Bezner has retained Messrs. Stolz and Abramowitz, including as special counsel to address matters presenting potential conflicts with the CBRM estates, and Mr. Silber's personal transactions are expected to be addressed in the Court-ordered mediation before Judge O'Hagan. *See* Docket No. 192, Case No. 25-21650 (MBK). The CBRM Trustee, by contrast, is at most an unsecured creditor of Mr. Silber's Chapter 7 estate, whose recourse is through that estate's claims and distribution process. A parallel investigation would duplicate the Chapter 7 Trustee's work and expose Mr. Silber, Ms. Mizrachi, and third parties to overlapping, potentially conflicting, and burdensome discovery demands.

18. Accordingly, the Subpoena exceeds Rule 2004(b) because the CBRM Trustee has not demonstrated a sufficient nexus between the requested documents and the CBRM Debtors, their estates, or the CBRM Trust's assets and responsibilities. The Subpoena should be quashed or, at minimum, modified to exclude requests that lack such a nexus or duplicate matters properly within the Chapter 7 Trustee's statutory purview.

II. The Subpoena Should Be Quashed or Modified Because Required Prior Notice Was Not Provided and the Requests Implicate Protected Personal and Estate Interests.

19. 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).

20. Bankruptcy Rule 9016 makes Civil Rule 45 applicable to subpoenas issued in bankruptcy cases, not only in adversary proceedings or contested matters. *See In re Symington*, 209 B.R. 678, 688–89 (Bankr. D. Md. 1997) (recognizing Rule 45's application in bankruptcy proceedings 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.").

21. *Matter of Vanbrocklin*, 2017 WL 988812, at *1–2 (Bankr. N.D. Ga. Mar. 13, 2017), is instructive. There, a Chapter 7 debtor moved to quash a subpoena directed to his bank after the issuing parties failed to provide prior notice, and the court recognized the debtor's ability to challenge the third-party subpoena. Consistent with that principle, D.N.J. LBR 2004-1(d) expressly permits an examinee or party in interest to move to quash or modify a Rule 2004 subpoena and stays the subpoena when the motion is filed before the production date. Mr. Silber is a party in interest whose personal financial information is the direct subject of the Subpoena; he therefore may invoke the Local Rule and his personal rights in the requested records to challenge the Subpoena and the lack of prior notice.

22. Here, the CBRM Trustee did not provide Mr. Silber with notice and a copy of the Subpoena before serving Levon, even though the Subpoena directly targets records concerning Mr. Silber's property, loans, banking activity, and other personal financial information. Those direct personal and proprietary interests, together with his status as a party in interest, permit him to challenge the Subpoena under D.N.J. LBR 2004-1(d) and the authorities discussed above. The Chapter 7 Trustee likewise has an interest in protecting property or records belonging to Mr.

Silber's bankruptcy estate, and Ms. Mizrachi has personal proprietary and privacy interests in records concerning her property and financial affairs.

23. The failure to provide prior notice deprived Mr. Silber of Rule 45's principal safeguard: "the ability to object to the release of the information *prior to* its disclosure." *Spencer v. Steinman*, 179 F.R.D. 484, 489 (E.D. Pa. 1998) (emphasis in original). Moreover, a personal right or privilege in bank and financial records supports a challenge to a third-party subpoena. *See Ace Hardware Corp. v. Celebration Ace Hardware, LLC*, 2009 WL 2753197, at *1 (D. Del. Aug. 28, 2009) (citing *Schmulovich v. 1161 Rt. 9 LLC*, 2008 WL 4572537, at *1 (D.N.J. Oct. 14, 2008)). In these circumstances, the Court should quash the Subpoena or, alternatively, modify it to protect personal, confidential, and Mr. Silber's chapter 7 estate-related information and permit production only after appropriate notice and an opportunity to object.

[remainder of page intentionally left blank]

CONCLUSION

For the foregoing reasons, Mr. Silber respectfully requests that this Court enter an Order: (a) quashing the Subpoena because the CBRM Trustee has not demonstrated good cause or a sufficient nexus to a permissible purpose under Rule 2004(b); (b) quashing the Subpoena because Mr. Silber was not afforded the prior notice required by Fed. R. Civ. P. 45(a)(4); or, alternatively, (c) modifying the Subpoena to limit production to materials demonstrably connected to these Debtors, the CBRM Trust's assets, and the CBRM Trustee's responsibilities, without duplicating discovery concerning matters within the Chapter 7 Trustee's statutory duties; and (d) granting such other and further relief as the Court deems just and appropriate.

Dated: September 25, 2026

Respectfully submitted,

PORZIO, BROMBERG & NEWMAN, P.C.

By: */s/ Rachel A. Parisi*

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Counsel to Moshe Silber

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Rachel A. Parisi, Esq. (raparisi@pbnlaw.com)

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 22, 2026 at 10:00 a.m. (ET) **Objection Deadline:** October 15, 2026

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

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 Levon Capital LLC* (the "Motion").

3. Attached hereto as **Exhibit A** is a true and correct copy of the cover letter and Subpoena dated August 26, 2026 issued by counsel for the Creditor Recovery Trust through its Trustee, RLA Consulting LLC to Levon Capital 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 25, 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 26, 2026

Via Overnight Mail and E-Mail

Levon Capital LLC
Levon Capital Tristate LLC
Attn: Avery Weisz, Manager
7 Denmark Lane
Jackson, New Jersey 08527

-and-

Levon Capital LLC
4429 18th Avenue
Brooklyn, New York 11204

Re: ***In re CBRM Realty Inc., et al.*, Case No. 25-15343 (MBK) (Bankr. D.N.J.) - Preservation Notice and Fed. R. Bankr. P. 2004 Subpoena — Entities**

Dear Mr. Weisz:

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 Plan of CBRM Realty, Inc. *et al.*, the chapter 11 debtors (collectively, the "**Debtors**").

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.[1] On October 23, 2025, the Bankruptcy Court entered the order confirming the Debtors' Modified Joint Chapter 11 Plan (the "**Plan**") and authorizing all relief required for its implementation (the "**Confirmation Order**").[2] Under the Plan, the Creditor Recovery Trust was established as of the Effective Date, and RLA Consulting LLC, through Daniel Kamensky, was appointed as Trustee. The Trustee's appointment is effectuated by the Plan and implemented through the Creditor Recovery Trust Agreement (the "**Trust Agreement**"),[3] which vests the Trustee with full authority to administer the Trust Assets and pursue all associated rights and claims for the benefit of creditors.

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[1] ECF No. 1.

[2] *Confirmation Order*, ECF No. 653.

[3] *Creditor Recovery Trust Agreement*, ECF No. 502-2; *Second Notice of Filing Plan Supplement, id.*, ECF No. 502.

Pursuant to the Plan, the Confirmation Order and the 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. The Trustee's authority to obtain such information is further supported by sections 105, 541, and 542 of the Bankruptcy Code, as well as 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.[4]

B. The Matters Under Investigation

Based upon information and belief, Levon Capital and one or more affiliated limited liability companies were grantees or transferees in conveyances of real property in which Moshe Silber (a/k/a Mark Silber) or Miriam Mizrachi (a/k/a Miriam Silber) held or had held an interest, including premises at 1070 Haverstraw Road, 1092 Haverstraw Road, 41 Powder Horn Drive, and 32, 34 and 36 Powder Horn Road, in Rockland County, New York. Based upon further information and belief, those entities include HAV 1070 LLC, HAV 1092 LLC and Levon NY VLXXIII LLC, and Mr. Avery Weisz is a manager or authorized person of one or more of them.

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

A companion subpoena has been served contemporaneously on Mr. Weisz in his individual capacity. This subpoena is directed to the books, records and files of the entities. A single production responsive to both subpoenas is acceptable, provided the response identifies which entity or individual is producing each document.

The 2004 Subpoena is returnable on **September 25, 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, you may contact me directly at (646) 571-2033 or by e-mail at *rcorbi@corbilaw.com*.

[4] *See United States v. Whiting Pools, Inc.*, 462 U.S. 198, 203–04 (1983) (holding that § 541(a) is broad in scope and includes property necessary for the administration of the estate and reorganization).

Rolling production is acceptable and is encouraged. If, after a reasonable search, you determine that no documents responsive to a particular Request exist, a written statement to that effect, describing the search performed, is a complete answer as to that Request. We are available to meet and confer at any time before the return date, and reasonable, documented out-of-pocket costs of production will be considered.

A protective order has been entered in these Chapter 11 Cases at Docket No. 788, and the Trustee will treat materials produced in response to the 2004 Subpoena in accordance with it, using them solely in connection with the administration of the Debtors' estates.

C. Litigation Hold Notice

The Trustee also demands that you and your affiliates, members, directors, officers, employees, representatives, professionals, and agents preserve any and all documents, data, property, and communications, from all sources, in your possession, custody, or control, which relate to the Trustee's claims and causes of action surrounding the Property.

"**Documents, data, property and communications**" as used in this notice means not only hard copy documents and files, but also electronically and digitally stored information such as audio recordings, videotape, e-mail, text messages, instant messages, word processing documents, spreadsheets, databases, calendars, telephone logs, contact manager information, Internet usage files, and all other electronic information maintained, created, and/or received.

"**Sources**" include all hard copy files, computer hard drives (including those found in copy machines, fax machines, and document scanners), removable media (e.g., CDs, DVDs, and thumb or flash-drives), laptop computers, tablets, smartphones, cloud storage accounts, and any other items or locations where hard copy and electronic data may be stored.

The laws and rules prohibiting destruction of evidence apply to electronically-stored information in the same manner that they apply to other evidence. Due to its format, electronic information is easily deleted, modified, or corrupted. Accordingly, you and your affiliates, members, directors, officers, employees, representatives, professionals, and agents must take every reasonable step to preserve this information until the final resolution of the dispute concerning the Property. This may include, but would not be limited to, an obligation to discontinue all data destruction and backup tape recycling policies. With regard to electronic data created subsequent to the date of delivery of this letter, relevant evidence should not be destroyed and you are to take the necessary steps required to avoid destruction of such evidence.

D. Conclusion

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 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: Levon Capital LLC, Levon Capital Tristate LLC, Attn: Avery Weisz, Manager, 7 Denmark Lane Jackson, New Jersey 08527; Levon Capital LLC, 4429 18th Avenue, Brooklyn, New York 11204

(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: 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 25, 2026 at 11:00 a.m. (Eastern Time)**

The examination will be recorded by this method: _____

X Production: YOU ARE COMMANDED to produce at the time, date and place set forth above the following documents, electronically stored information, or objects, and to 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: August 26, 2026

CLERK OF COURT

OR

_____
Signature of Clerk or Deputy Clerk

/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

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

DEFINITIONS, INSTRUCTIONS, AND SCHEDULE OF DOCUMENTS TO BE PRODUCED

(Subpoena to Levon Capital and affiliated entities)

I. DEFINITIONS

1. **"YOU"** and "YOUR" mean the **SUBJECT ENTITIES**, individually and collectively, and each of their respective predecessors, successors, parents, subsidiaries, affiliates, members, managers, partners, officers, directors, employees, agents, attorneys, accountants, bookkeepers, brokers, title agents, registered agents, corporate service companies, servicers, property managers, data processors and custodians of records, and any PERSON acting or purporting to act on behalf of any of them, including without limitation Avery Weisz (a/k/a Avery Weiss) and Tzvi Kornbluth.

2. **"THE DENMARK LANE ADDRESS"** means 7 Denmark Lane, Jackson, New Jersey 08527, together with any post office box, mail drop or alternative address used interchangeably with it.

3. **"LEVON CAPITAL"** means Levon Capital, Levon Capital LLC (New York Department of State identification number 3667098), Levon Capital Tristate LLC, and any other entity operating under the name "Levon Capital" or any variant of that name, including the variant "Lavan Capital," wherever organized, together with their predecessors, successors, parents, subsidiaries and affiliates. This definition EXCLUDES any entity bearing the same or a similar name that has no connection to Avery Weisz, to THE DENMARK LANE ADDRESS, or to any of the SUBJECT TRANSFERS, including without limitation Levon Capital LLC of Pasadena, California.

4. **"SUBJECT ENTITIES"** means, individually and collectively: (a) LEVON CAPITAL; (b) HAV 1070 LLC; (c) HAV 1092 LLC; (d) 118 Haverstraw LLC; (e) Levon NY VLXXIII LLC; (f) every entity whose name begins with, includes, or is a variant of "LEVON," including without limitation the entities designated by Roman numeral in the LEVON NY, LEVON W and LEVON FL series; and (g) any other corporation, limited liability company, partnership, trust or other entity that is or has been registered at, that uses or has used as a registered, business or mailing address, or that is or has been managed or controlled from, THE DENMARK LANE ADDRESS, or of which Avery Weisz is or has been a member, manager, officer, director, authorized person, beneficial owner or signatory.

5. **"SILBER PARTIES"** means Moshe Silber (a/k/a Mark Silber, a/k/a Moshe Mark Silber), Miriam Mizrachi (a/k/a Miriam Silber, a/k/a Miriam Mizrahi), and any entity directly or indirectly owned or controlled by, or holding property for the benefit of, either of them, including without limitation 1070 Haverstraw Holdings LLC, 1092 Haverstraw Owner LLC, 41 Powderhorn LLC, Powder Horn Development LLC, and Mile Estates LLC.

6. **"SUBJECT PROPERTIES"** means, individually and collectively: (a) 1070 Haverstraw Road, Suffern, New York; (b) 1092 Haverstraw Road, Suffern, New York; (c) 1188 Haverstraw Road, Suffern, New York; (d) 41 Powder Horn Drive, Suffern, New York; (e) 32, 34 and 36 Powder Horn Road, Suffern, New York; and (f) any other real property in which any of the SILBER

PARTIES held or had held an interest and in which YOU acquired, held, or now hold any interest, of any kind, at any time during the RELEVANT TIME PERIOD.

7. **"SUBJECT TRANSFERS"** means any conveyance, assignment, pledge, mortgage, deed in lieu of foreclosure, option, right of first refusal, repurchase right, or other transfer of any interest in any of the SUBJECT PROPERTIES, from, to, or between any of the SILBER PARTIES on the one hand and YOU or any SUBJECT ENTITY on the other, including without limitation the conveyances recorded on or about November 18, 2022, March 4, 2024, July 9, 2024, May 15, 2025, and July 23, 2025.

8. **"LOAN"** means any extension of credit, advance, loan, mezzanine loan, bridge loan, participation or other financial accommodation made, offered, considered or declined by YOU or any SUBJECT ENTITY to or for the benefit of any of the SILBER PARTIES, and "LOAN FILE" means the complete file maintained in respect of any LOAN, including the application, term sheet, credit memorandum, underwriting analysis, appraisal, title work, commitment, closing documents, servicing records, default and workout file.

9. **"DEPOSITORY TRANSACTION"** means any actual, proposed, contemplated or abandoned acquisition by, investment in, or change in control of any bank, savings institution, savings and loan holding company, bank holding company, credit union or other depository institution, in which YOU or any SUBJECT ENTITY participated, or in respect of which YOU or any SUBJECT ENTITY made or contemplated any application or filing with any federal or state banking regulator, at any time during the RELEVANT TIME PERIOD.

10. **"DEBTOR"** and "DEBTORS" mean CBRM Realty Inc. and Crown Capital Holdings LLC, together with any of their affiliated Debtors in the above-captioned chapter 11 cases.

11. **"AFFILIATES"** means any PERSON directly or indirectly owned, controlled by, under common control with, acting for the benefit of, or otherwise affiliated with the DEBTORS, Moshe Silber (a/k/a Mark Silber), his wife Miriam Mizrachi (a/k/a Miriam Silber), or Fredrick (Frederick) Schulman, whether or not any such PERSON is identified as a party to, or a holder of record of, any interest in any of the SUBJECT PROPERTIES.

12. **"ALL DOCUMENTS"** means each and every DOCUMENT, without limitation, that can be located by YOU through reasonably diligent efforts.

13. **"ANY"** and "ALL" each mean any and all.

14. **"AND"** and "OR" shall be construed conjunctively or disjunctively, whichever makes the Request more inclusive.

15. **"BANKRUPTCY COURT"** means the United States Bankruptcy Court for the District of New Jersey.

16. **"CONCERNING"** means relating to, referring to, describing, evidencing, constituting, reflecting, supporting, contradicting, or in any way logically or factually connected with the matter discussed.

17. **"DOCUMENT"** has the broadest meaning permitted by Rule 34 of the Federal Rules of Civil Procedure, made applicable by Rules 7034 and 9016 of the Federal Rules of Bankruptcy Procedure, and includes ELECTRONICALLY STORED INFORMATION, drafts, copies bearing any notation or marking not present on the original, and every attachment, enclosure and exhibit.

18. **"ELECTRONICALLY STORED INFORMATION"** or "ESI" means all information stored in any electronic medium, including electronic mail and attachments, text messages, instant and application-based messages, word processing files, spreadsheets, databases, loan origination and servicing system data, accounting and property management system data, calendars, voicemail, images, metadata, and information residing on servers, cloud services, mobile devices and backup media.

19. **"INCLUDING"** means including but not limited to.

20. **"PERSON"** means any natural person, corporation, limited liability company, partnership, joint venture, trust, estate, association, governmental body, or other entity of any kind.

21. **"POSSESSION, CUSTODY OR CONTROL"** means in YOUR actual possession, or in the possession of any PERSON from whom YOU have the practical ability or the legal right to obtain the DOCUMENT, including attorneys, accountants, bookkeepers, registered agents, corporate service companies, brokers, title agents, lenders, servicers and property managers.

22. **"RELATED TO"** has the same meaning as CONCERNING.

23. **"RELEVANT TIME PERIOD"** means January 1, 2021 through the date of production, unless a particular Request specifies otherwise. Where a DOCUMENT created before that date is necessary to understand a DOCUMENT within it, the earlier DOCUMENT is within the RELEVANT TIME PERIOD.

II. INSTRUCTIONS

1. These Requests call for ALL DOCUMENTS in YOUR POSSESSION, CUSTODY OR CONTROL, wherever located.

2. DOCUMENTS shall be produced as they are kept in the ordinary course of business, and shall be organized and labelled to correspond to the Requests to which they respond.

3. ESI shall be produced in native format with metadata intact. Do not convert ESI to PDF or to static images. Accounting, loan origination, servicing and spreadsheet files shall be produced in their native file formats.

4. If YOU object to any Request in part, produce ALL DOCUMENTS responsive to the balance of that Request.

5. YOU shall furnish DOCUMENTS held by YOUR attorneys, agents, accountants, bookkeepers, registered agents, corporate service companies, bankers, brokers, title agents and advisors, and not merely those DOCUMENTS within YOUR direct personal knowledge or possession.

6. For any responsive DOCUMENT that has been destroyed or discarded, identify its addressor, all addressees and recipients of copies, its date, subject matter, number of pages, attachments, distribution, the date and manner of its destruction, the reason for its destruction, and the PERSON who authorized it.

7. For any responsive DOCUMENT withheld, furnish a list identifying the DOCUMENT and stating the ground on which it is withheld, in sufficient detail to permit the BANKRUPTCY COURT to rule on the assertion.

8. For any DOCUMENT withheld on a claim of privilege, furnish a privilege log stating the author, date, title, all recipients, the subject matter, and the legal and factual grounds for the claim.

9. If no DOCUMENT responsive to a Request exists, state so expressly and describe the search performed, including the files, systems, devices and custodians searched, the search terms applied, and the date ranges applied.

10. These Requests are continuing. If YOU obtain or become aware of any responsive DOCUMENT after production, produce it promptly.

11. YOU shall preserve all DOCUMENTS and ESI concerning the subject matter of these Requests, and shall suspend any policy or practice under which such materials would be deleted, overwritten, destroyed or recycled. This obligation extends to records maintained on YOUR behalf by any registered agent, corporate service company, accountant, attorney or bookkeeper.

12. For each payment, wire transfer or electronic funds transfer responsive to any Request, produce the complete transaction record, including the originator, the originator's institution, the beneficiary, the beneficiary's institution, all account numbers, all reference and memorandum fields, and any IMAD or OMAD identifier. Wire logs and disbursement ledgers shall be produced in native format.

13. For any consideration paid or received other than by wire transfer — including by check, cashier's check, automated clearing house transfer, credit against an existing obligation, offset, forgiveness of indebtedness, assumption of debt, or delivery of anything other than money — produce the DOCUMENTS evidencing that consideration, and identify the account from which it was paid or into which it was received. A statement that consideration was given is not responsive without the DOCUMENTS evidencing it.

14. Where a Request calls for a communication, produce the complete communication, including all prior messages in the same chain and all attachments, and produce the communication as a family. Where a communication occurred by text message or other application-based messaging, produce the complete thread rather than an excerpt.

15. Where a Request calls for a closing file, closing binder, LOAN FILE, or entity formation or minute book, produce the complete file as maintained, without omission of any tab, section or period.

16. This subpoena is directed to the SUBJECT ENTITIES. A companion subpoena has been served contemporaneously on Avery Weisz in his individual capacity. A single production responsive to

both is acceptable, provided the response identifies which entity or individual is producing each DOCUMENT.

17. Where a Request calls for a schedule identifying entities, that schedule shall state for each entity its exact legal name, jurisdiction and date of organization, filing or Department of State identification number, and current status.

18. YOU are invited to meet and confer with the Trustee's counsel concerning the scope, form or timing of production at any time before the return date.

III. SCHEDULE OF DOCUMENTS TO BE PRODUCED

A. The Subject Transfers

1. ALL DOCUMENTS CONCERNING each of the SUBJECT TRANSFERS, including every deed, assignment, bill of sale, assignment of membership interests, and every draft of each of them.

2. ALL DOCUMENTS CONCERNING any contract of sale, purchase and sale agreement, term sheet, letter of intent, or memorandum of understanding CONCERNING any of the SUBJECT PROPERTIES, including every draft, redline and executed counterpart.

3. The complete closing file and closing binder for each of the SUBJECT TRANSFERS, including every settlement statement, closing statement, disbursement authorization, escrow instruction, title commitment, title policy, survey, and payoff letter.

4. ALL DOCUMENTS identifying each title agent, escrow agent, closing attorney and broker involved in each of the SUBJECT TRANSFERS, and all communications with each of them.

5. ALL DOCUMENTS CONCERNING any appraisal, broker price opinion, valuation, or written estimate of value of any of the SUBJECT PROPERTIES prepared, obtained or relied upon by YOU.

B. Consideration and the Flow of Funds

6. ALL DOCUMENTS evidencing the consideration paid, given, credited or received in connection with each of the SUBJECT TRANSFERS, including the amount, the form, the date, and the identity of every PERSON who paid or received it.

7. For each of the SUBJECT TRANSFERS, ALL DOCUMENTS identifying the source of funds used to pay any consideration, including every bank account, lender, investor and financing source.

8. Bank statements, wire confirmations, cancelled checks (front and back), deposit slips and ACH records for every account from which any consideration for any of the SUBJECT TRANSFERS was paid, or into which any proceeds of any of the SUBJECT PROPERTIES were received, for the RELEVANT TIME PERIOD.

9. ALL DOCUMENTS CONCERNING any consideration paid, credited or delivered to Miriam Mizrachi (a/k/a Miriam Silber), or to any PERSON at her direction or for her benefit, in connection with any of the SUBJECT TRANSFERS.

10. ALL DOCUMENTS CONCERNING the conveyance of 32, 34 and 36 Powder Horn Road recorded on or about July 23, 2025, including all DOCUMENTS explaining or supporting the consideration recorded for that conveyance.

C. Lending and Indebtedness

11. The complete LOAN FILE for every LOAN, including every LOAN that was offered, considered, declined or not consummated.

12. ALL DOCUMENTS CONCERNING any indebtedness owed by any of the SILBER PARTIES at any time during the RELEVANT TIME PERIOD, including every note, loan agreement, guaranty, mortgage, security agreement, default notice, payoff statement and accounting of amounts owed.

13. ALL DOCUMENTS CONCERNING any decision to decline, withdraw or condition any LOAN, and all communications with any of the SILBER PARTIES CONCERNING that decision.

14. ALL DOCUMENTS CONCERNING any deed in lieu of foreclosure, forbearance, workout, settlement or release involving any of the SUBJECT PROPERTIES.

D. Repurchase, Reconveyance and Related Rights

15. ALL DOCUMENTS CONCERNING any right, option, agreement or understanding, whether written or oral, under which any of the SILBER PARTIES could or would reacquire, repurchase, redeem or have reconveyed to them any interest in any of the SUBJECT PROPERTIES.

16. ALL DOCUMENTS CONCERNING any deadline, condition, contingency or event upon which any right described in the immediately preceding Request depended, expired, lapsed, or was asserted to have expired or lapsed.

17. ALL communications with any of the SILBER PARTIES, or with any PERSON acting on their behalf, CONCERNING the expiration, lapse or non-exercise of any such right, including any communication stating that a deadline had passed.

18. ALL DOCUMENTS CONCERNING any side letter, escrow, trust arrangement, nominee arrangement, or agreement to hold any of the SUBJECT PROPERTIES for the benefit of any other PERSON.

E. The Depository Transaction

19. ALL DOCUMENTS CONCERNING any DEPOSITORY TRANSACTION, including every application, notice, filing, correspondence and submission to or from any federal or state banking regulator.

20. ALL DOCUMENTS CONCERNING any connection, condition or contingency between any DEPOSITORY TRANSACTION and any of the SUBJECT TRANSFERS, or between any

DEPOSITORY TRANSACTION and any repurchase or reconveyance right described in Section D.

21. ALL DOCUMENTS CONCERNING the outcome of any DEPOSITORY TRANSACTION, including any denial, withdrawal, abandonment or non-approval, and all communications with any of the SILBER PARTIES CONCERNING that outcome.

22. ALL DOCUMENTS CONCERNING any interest held or acquired in Vecta Partners LLC, Vecta Inc., Vecta Capital LLC, Sunnyside Bancorp, Inc., or Sunnyside Federal Savings and Loan Association of Irvington.

F. Relationship and Communications

23. ALL communications with any of the SILBER PARTIES during the RELEVANT TIME PERIOD, by any medium, CONCERNING any of the SUBJECT PROPERTIES, any of the SUBJECT TRANSFERS, any LOAN, any DEPOSITORY TRANSACTION, or any indebtedness.

24. ALL communications with any DEBTOR or any AFFILIATE during the RELEVANT TIME PERIOD.

25. ALL DOCUMENTS CONCERNING any investor, lender, participant or capital source that funded, or was solicited to fund, any of the SUBJECT TRANSFERS, any LOAN, or any DEPOSITORY TRANSACTION.

26. ALL DOCUMENTS CONCERNING any other transaction of any kind with any of the SILBER PARTIES during the RELEVANT TIME PERIOD, whether or not involving real property.

G. Holding, Operation and Disposition

27. ALL DOCUMENTS CONCERNING the operation, management, leasing, insuring or maintenance of any of the SUBJECT PROPERTIES from the date of the applicable SUBJECT TRANSFER to the present, including property management agreements, rent rolls, and operating statements.

28. ALL DOCUMENTS CONCERNING any subsequent sale, transfer, refinancing or encumbrance of any of the SUBJECT PROPERTIES after the applicable SUBJECT TRANSFER, including the consideration received and its disposition.

29. ALL DOCUMENTS CONCERNING any occupancy or use of any of the SUBJECT PROPERTIES by any of the SILBER PARTIES after the applicable SUBJECT TRANSFER, including any lease, license, occupancy agreement, or payment or non-payment of rent or occupancy charges.

H. The Subject Entities and the Denmark Lane Address

30. A schedule identifying every entity within the definition of SUBJECT ENTITIES, together with the name of every member, manager, officer, director and authorized person of each, and the period during which each served.

31. ALL DOCUMENTS CONCERNING the formation of HAV 1070 LLC, HAV 1092 LLC, 118 Haverstraw LLC and Levon NY VLXXIII LLC, including articles or certificates of organization, operating agreements, member and manager schedules, minute books, capital contribution records, and all communications CONCERNING the decision to form each of them and the purpose for which each was formed.

32. DOCUMENTS sufficient to identify every PERSON holding any direct or indirect ownership, membership or economic interest in each of the SUBJECT ENTITIES at any time during the RELEVANT TIME PERIOD, including all beneficial ownership information reported to any governmental authority.

33. ALL DOCUMENTS CONCERNING the use of THE DENMARK LANE ADDRESS as a registered, business or mailing address by any SUBJECT ENTITY, including all correspondence with any registered agent or corporate service company CONCERNING that address, and all mail-forwarding or mail-handling arrangements.

34. ALL DOCUMENTS CONCERNING the name "Levon Capital," including any trade name, fictitious name or d/b/a filing, any DOCUMENT identifying which entities operate under that name, and any DOCUMENT in which the name "Lavan Capital" is used to describe any SUBJECT ENTITY.

35. Account opening documents, signature cards and complete monthly statements for every bank, brokerage or other financial account maintained in the name of, or for the benefit of, any SUBJECT ENTITY during the RELEVANT TIME PERIOD.

36. The general ledger, trial balance and loan servicing records of each SUBJECT ENTITY for the RELEVANT TIME PERIOD, in native format, to the extent they reflect any of the SUBJECT PROPERTIES, any SUBJECT TRANSFER, or any LOAN.

37. Federal, state and local tax returns, information returns and Schedules K-1 filed by or on behalf of each SUBJECT ENTITY for tax years 2022 through 2025, together with all workpapers, to the extent they report any of the SUBJECT PROPERTIES or any SUBJECT TRANSFER.

38. ALL DOCUMENTS CONCERNING any resolution, consent, minute or written authorization approving or ratifying any of the SUBJECT TRANSFERS or any LOAN.

39. DOCUMENTS sufficient to identify every PERSON who has had custody of any DOCUMENT responsive to these Requests, and every device, system, electronic mail account and cloud service on which such DOCUMENTS are or were stored.

40. ALL DOCUMENTS CONCERNING any communication with any attorney, accountant, title agent, broker or advisor CONCERNING any of the SUBJECT TRANSFERS, other than communications withheld on a claim of privilege and identified on a privilege log furnished pursuant to Instruction 8.

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

PORZIO, BROMBERG & NEWMAN, P.C.
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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

ORDER GRANTING MOTION TO QUASH THIRD-PARTY SUBPOENA ISSUED TO LEVON CAPITAL LLC

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 Levon Capital LLC (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 Levon Capital LLC 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.