UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

OKIN HOLLANDER LLC
Glenpointe Centre West, 2nd Floor
500 Frank W. Burr Blvd.
Teaneck, New Jersey 07666
T: 201-947-7500
F: 201-947-2663
Paul S. Hollander, Esq.
phollander@okinhollander.com

Counsel for Miriam Mizrachi

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. (EST)

Objection Deadline: October 8, 2026

OPPOSITION OF MIRIAM MIZRACHI TO MOTION OF THE CREDITOR RECOVERY TRUSTEE FOR ENTRY OF AN ORDER (I) COMPELLING MIRIAM MIZRACHI TO COMPLY WITH THE RULE 2004 SUBPOENA ISSUED TO HER, (II) OVERRULING HER OBJECTIONS THERETO, AND (III) GRANTING RELATED RELIEF

Miriam Mizrachi ("Ms. Mizrachi"), by and through her undersigned counsel, Okin Hollander LLC ("Okin Hollander"), submits this opposition (the "Opposition") to the *Motion of the Creditor Recovery Trustee for Entry of an Order (I) Compelling Miriam Mizrachi to Comply with the Rule 2004 Subpoena Issued to Her, (II) Overruling Her Objections Thereto, and (III)*

25153432610080000000000001

Granting Related Relief [Docket No. 857] (the "Motion")[1] filed by RLA Consulting LLC, in its capacity as trustee (the "Liquidation Trustee")[2] of the Creditor Recovery Trust (the "CBRM Trust") established under the confirmed chapter 11 plan of CBRM Realty Inc., et al. ("CBRM") and in support thereof, respectfully represents as follows:

PRELIMINARY STATEMENT

The Liquidation Trustee's issuance of multiple subpoenas implicating the personal financial records of Ms. Mizrachi (collectively, "Mizrachi Financial Records") reflect a continuing pattern of misuse and abuse of the subpoena power of this Court. The Liquidation Trustee recently disclosed that he has issued 74 subpoenas as part of his investigation, certain of which Okin Hollander learned about only through third parties that the Liquidation Trustee served, which seek Mizrachi Financial Records.[3] Yet with the exception of one subpoena that was delivered to Ms. Mizrachi weeks after its return date had expired, the Liquidation Trustee failed to provide Ms. Mizrachi with the requisite advance notice under Rule 45(a)(4) of the Federal Rules of Civil Procedure ("Rule 45") before serving what are believed to be multiple subpoenas that implicate

[1] The Motion sought relief only with respect to the August Subpoena (as herein defined) and not with respect to other subpoenas (the September Subpoena, Chase Subpoena, the CNBF Subpoena and the Undisclosed Subpoenas, each as herein defined) discussed in this Opposition, which are being previewed herein because these issues will likely be raised by the Liquidation Trustee at the October 15, 2026 hearing. In filing this Opposition, Ms. Mizrachi reserves all of her rights with respect to the September Subpoena, Chase Subpoena, CNBF Subpoena and Undisclosed Subpoenas and does not waive (i) her position that the September Subpoena is invalid on its face, (ii) her objection to the August Subpoena as asserted herein and in the Motion to Quash or (iii) any privilege, protection, right, claim or defense, all of which are expressly reserved.

[2] The Motion refers to the movant as the "Creditor Recovery Trustee." Consistent with Ms. Mizrachi's motion to quash the August Subpoena and for related relief, which was filed on September 3, 2026 in the Chapter 7 Case (as defined herein) [Docket No. 198] and refiled on September 17, 2026 in the CBRM case [Docket No. 861] (both motions collectively referred to herein as the "Motion to Quash") and which are incorporated herein by reference, this Opposition refers to the movant as the "Liquidation Trustee." Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion to Quash.

[3] The disclosure of these 74 subpoenas issued by the Liquidation Trustee was made by its counsel during a status conference with the Court held on October 2, 2026.

her and seek Mizrachi Financial Records. To date, the Liquidation Trustee has engaged in the following wrongful conduct:

- *The August Subpoena*. Regarding a subpoena dated August 20, 2026 (the "August Subpoena") (attached as **Exhibit A** to the *Certification of Paul S. Hollander dated October 8, 2026 filed in support of this Opposition* and referred to herein as the "Hollander Cert.") addressed to Ms. Mizrachi, the Liquidation Trustee emailed it to Okin Hollander, which was never authorized to accept service on Ms. Mizrachi's behalf and has not agreed to do so. *See* Hollander Cert. at ¶ 10. The Liquidation Trustee failed to serve the August Subpoena on Ms. Mizrachi as required by Rule 45(b)(1), made applicable to these proceedings pursuant to Fed. R. Bankr. P. 9016 and D.N.J. LBR 9016-1 ("Local Rule 9016-1").
- *The September Subpoena*. Many weeks after the expiration of the September 4 production deadline set forth in the August Subpoena, on September 30, 2026, the Liquidation Trustee delivered a copy of the August Subpoena dated August 20, 2026 to Ms. Mizrachi (the "September Subpoena") (attached as **Exhibit B** to the Hollander Cert.). Under Local Rule 9016-1(a), a subpoena must set the date for compliance not earlier than 14 days after service of the subpoena. Since the 14-day period for compliance had already expired by the time the Liquidation Trustee attempted to serve Ms. Mizrachi, the September Subpoena is invalid on its face under Local Rule 9016-1(a) and of no legal force or effect.
- *The Chase Subpoena*. The Liquidation Trustee failed to provide the prior notice to Ms. Mizrachi required by Rule 45(a)(4)[4] with respect to a subpoena previously

[4] Rule 45(a)(4) provides:

issued by it on August 20, 2026 to JPMorgan Chase Bank, N.A. ("Chase") seeking Mizrachi Financial Records (the "Chase Subpoena") attached as **Exhibit C** to the Hollander Cert.

- *The CNBF Subpoena*. On or about September 17, 2026, the Liquidation Trustee served a subpoena (the "CNBF Subpoena") on City National Bank of Florida ("CNBF") seeking, among other things, Mizrachi Financial Records and financial records of Mr. Silber (as herein defined), without providing prior notice to either of them, in violation of Rule 45(a)(4). Okin Hollander and Mr. Silber's counsel learned of the CNBF Subpoena on October 1, 2026, only because CNBF emailed a copy to counsel asking if any objections had been filed to it and whether the Motion to Quash or a motion to quash filed by Mr. Silber's counsel applied to it.[5] The October 1 email from CNBF and the CNBF Subpoena are attached hereto as **Exhibit D** to the Hollander Cert.
- *The Undisclosed Subpoenas*. In light of the Liquidation Trustee's refusal to identify which of the 74 other third-party subpoenas he issued (collectively, the "Undisclosed Subpoenas") seek Mizrachi Financial Records, Okin Hollander believes it is highly likely that the Liquidation Trustee has been illegally prying into Ms. Mizrachi's personal finances for the last five to six months in violation of her rights under Rule 45(a)(4), thereby placing an undue burden on her in violation of

> (4) *Notice to Other Parties Before Service*. 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). *See also* Motion to Quash at ¶¶ 30-33.

[5] The Motion to Quash applies to the CNBF Subpoena to the extent it seeks Mizrachi Financial Records in disregard of the service and notice requirements set forth in Rule 45(a)(4).

Rule 45(d)(1) and in complete derogation of the permissible use of the Court's subpoena power under Rule 45.

Rule 45(d)(1) requires that a party to a subpoena not be unduly burdened. Between issuing multiple subpoenas implicating Mizrachi Financial Records and failing (i) to provide prior notice to Ms. Mizrachi as required by Rule 45(a)(4), (ii) to properly serve her as required by Rule 45(b)(1), or (iii) to afford her (with respect to the August Subpoena or the September Subpoena) no less than 14 days to comply as required by Local Rule 9016-1(a), the Liquidation Trustee has deliberately and repeatedly violated her rights protected by Rule 45.

In his Motion, the Liquidation Trustee asks this Court to compel Ms. Mizrachi's compliance with the August Subpoena that was never served on her. Rule 45(b)(1) requires "delivering a copy to the named person," which the Third Circuit interprets to mean that the subpoena must be served on the witness personally. On August 20, counsel to the Liquidation Trustee e-mailed the August Subpoena to Okin Hollander, which was never authorized, nor did it ever agree to accept service on her behalf. The Court's power to compel production pursuant to a lawful subpoena runs only against a person "having been served." Fed. R. Civ. P. 45(g).

The Liquidation Trustee's purported effort to subsequently correct this defect by issuing the invalid September Subpoena failed. Local Rule 9016-1(a) requires a subpoena to set a date for compliance that is at least 14 days after service thereof. Further, under Rule 45(d)(3)(A)(i), the Court must quash a subpoena that "fails to allow a reasonable time to comply." Service of a subpoena under Rule 45(b)(1) contemplates physical delivery in a valid form that enables compliance. Serving the expired September Subpoena on September 30 with a return date of September 4, violated the 14-day compliance provision of Local Rule 9016-1(a) and Rule 45(b)(1)'s service requirements, making the September Subpoena defective on its face.

In any event, compliance with the August Subpoena and the September Subpoena (together, the "Defective Subpoenas"), and all other discovery sought by the Liquidation Trustee, should now cease based on the "pending proceeding rule," which precludes Rule 2004 discovery where there is an existing adversary proceeding or contested matter. On October 2, 2026, the Chapter 7 Trustee commenced an adversary proceeding (the "October Adversary Proceeding")[6] against Ms. Mizrachi and other defendants [Adv. Proc. No. 26-01446 (MBK)]. The complaint [Docket No. 1] seeks, among other things, to avoid the transfer to her of a 95% non-voting interest in Vecta Partners and to recover that interest, or its value, from her under 11 U.S.C. §§ 548, 544, and 550, together with turnover, declaratory, and injunctive relief.

Rule 2004 is a pre-litigation investigative tool that is not available in a dispute whose claims and subject matter are already part of a pending adversary proceeding. The Defective Subpoenas, which seek Mizrachi Financial Records concerning, among other things, Vecta Partners, Vecta, Inc., Vecta Bank, Sunnyside Bancorp, Inc., Sunnyside Federal Savings and Loan Association, the Voting Trust or the Vecta Transfer (*see* August Subpoena and September Subpoena, Req. Nos. 1-4), violate the pending proceeding rule. Any contention by the Liquidation Trustee that certain information sought by the Defective Subpoenas is unrelated to the October Adversary Proceeding or outside the scope of the pending proceeding rule is disingenuous, because (i) since May 13, 2026 (at the hearing on the Order to Show Cause in the April Adversary Proceeding, as herein defined),[7] he has repeatedly expressed his intention to intervene in the matters addressed in any adversary proceeding relating to the transfers that were or are, among

[6] Certain of the Liquidation Trustee's discovery, such as service of the Chase Subpoena, likely occurred while the April Adversary Proceeding (as herein defined) was the pending proceeding at issue. Ms. Mizrachi does not know how many more Undisclosed Subpoenas may have also been served during this period.

[7] At the May 13 hearing, counsel to the Liquidation Trustee stated, ""We're going to intervene in the adversary proceeding, either by consent or by separate motion." Tr. dated May 13, 2026 at pg. 21 lines 3-4.

other things, the subject of Adversary Proceeding No. 26-01178 (MBK) (the "April Adversary Proceeding") against Mr. Silber, Ms. Mizrachi and the Voting Trustee and now part of the October Adversary Proceeding (together, the "Adversary Proceedings") and (ii) as recently as August 20, 2026, the Liquidation Trustee advised that his investigation has yielded "substantial grounds" to contend that the "overlapping claims" to the Vecta interests belong to the CBRM estate.[8] In light of the October Adversary Proceeding, the framework for discovery is now controlled by Fed. R. Bankr. P. 7026 through 7037 – and not Rule 2004. The pending proceeding rule should thus preclude any discovery until these matters and the issues implicated thereby are fully developed, whether through intervention; potential amendment of the October Adversary Proceeding to seek declaratory relief against the Liquidation Trustee with respect to the "overlapping claims" that he characterizes as a "question between the fiduciaries;"[9] stay relief litigation pursuant to section 362 of the Bankruptcy Code; and/or the consolidation of any separate proceeding the Liquidation Trustee may attempt to file notwithstanding the automatic stay provisions of section 362(a)(3) of the Bankruptcy Code. Accordingly, the parties to the October Adversary Proceeding should have an opportunity to understand the scope of the claims to ultimately be litigated therein, and proceed with the discovery process pursuant to the rules and limitations imposed on discovery in adversary

[8] In a letter dated June 8, 2026 (attached as **Exhibit E** to the Hollander Cert.), the Liquidation Trustee stated that "During the hearing on May 13, 2026, the Creditor Recovery Trustee informed the Court that it would seek to intervene in the Adversary Proceeding…."

On August 20, 2026, counsel for the Liquidation Trustee sent a letter (the "August 20 Letter") to Okin Hollander (attached as **Exhibit F** to the Hollander Cert.), which stated that there are "substantial grounds to contend" that the subject transfers "are avoidable under 11 U.S.C. § 544(b)," that the Vecta interests "or their value, are recoverable from Ms. Mizrachi as a subsequent transferee under 11 U.S.C. § 550(a)(2)," and, alternatively, that the interests "are property of the CBRM estates" subject to turnover under section 542. The August 20 Letter describes the purported competing claims of the two estates to the Vecta interests as "a question between the fiduciaries."

[9] *See* August 20 Letter.

proceedings, to avoid further undue burden, unnecessary duplication and an excessive expenditure of judicial and financial resources.

For the reasons set forth more fully herein, the Motion should be denied.

BACKGROUND

A. The Two Bankruptcy Estates

1. On May 19, 2025 (the "CBRM Petition Date"), CBRM Realty, Inc. and its affiliated debtors (the "Debtors") filed voluntary petitions under chapter 11 of title 11 (the "CBRM Case") of the United States Code (the "Bankruptcy Code"). On October 23, 2025, the Court confirmed the Debtors' Modified Joint Chapter 11 Plan [Docket No. 653], which established the CBRM Trust.

2. On September 19, 2025 (the "Chapter 7 Petition Date"), Moshe Silber ("Mr. Silber") filed a voluntary chapter 7 petition (Case No. 25-21650 (MBK) (the "Chapter 7 Case"). Karen E. Bezner was appointed as chapter 7 trustee (the "Chapter 7 Trustee") of Mr. Silber's estate (the "Chapter 7 Estate").

3. Until May 29, 2026, the same counsel represented both the Liquidation Trustee and the Chapter 7 Trustee; that counsel now serves only as special litigation counsel to the Chapter 7 Trustee. Motion ¶ 62 n.43; Motion to Quash ¶ 8.

B. The April Adversary Proceeding and the June 9, 2026 Consent Order

4. On April 10, 2026, the Chapter 7 Trustee commenced the April Adversary Proceeding against Mr. Silber, Ms. Mizrachi and the Voting Trustee, seeking, among other things, to avoid the transfer to Ms. Mizrachi of a 95% non-voting interest in Vecta Partners, LLC ("Vecta Partners") and to recover that interest or its value under sections 544, 548 and 550 of the Bankruptcy Code, together with turnover, declaratory and injunctive relief. Motion to Quash ¶ 9.

5. The Liquidation Trustee participated in the April Adversary Proceeding. On May 12, 2026, he filed a *Reply to the Court's Order to Show Cause* (the "Reply") asserting a claim to the Vecta Partners stock on behalf of the CBRM estates [April Adv. Pro. Docket No. 28].[10] On June 8, 2026, he filed a limited objection to the proposed June 9 Consent Order and submitted a competing form of order (the "CBRM Markup") (attached as **Exhibit G** to the Hollander Cert.) that sought to include the Liquidation Trustee in certain paragraphs, including those governing the determination of rights in the escrowed proceeds generated from the sale of the Vecta Partners stock. Motion ¶ 54.

6. On June 9, 2026, the Court declined to adopt the changes proposed in the CBRM Markup and entered the June 9 Consent Order in the form submitted by the parties to the April Adversary Proceeding, over the Liquidation Trustee's objection [April Adv. Pro. Docket No. 35]. *Id.* Paragraph 8 of the June 9 Consent Order provides:

> Subject to the provisions of paragraph 7 above, the funds deposited into the Escrow Account shall remain therein pending entry of a final, non-appealable order by this Court or a court authorized to hear appeals therefrom determining the respective rights, claims, causes of action or interests (subject to all applicable defenses), all of which are preserved and none of which are prejudiced hereby, of the Trustee and Mizrachi in and to their respective ownership interests in Vecta Partners as determined by such a final, non-appealable order; it being stipulated and "So Ordered" hereby that the Trustee's share of such interest in and to the Debtor's stock interest in Vecta Partners and the escrowed proceeds thereof, shall constitute property of the Debtor's chapter 7 bankruptcy estate.

June 9 Consent Order ¶ 8.

[10] In his Reply, the Liquidation Trustee stated:

> While the Trustee reserves all rights with respect to ownership of the Vecta interests and **anticipates seeking intervention in the Adversary Proceeding**, the Trustee presently shares the Chapter 7 Trustee's objective of preserving and maximizing the value of Vecta Bank pending further determination of ownership rights by this Court. (emphasis added).

Reply ¶ 16 [April Adv. Proc. Docket No. 28].

Among other things, the June 9 Consent Order provides that whatever interests in Vecta Partners remain after Ms. Mizrachi's share is allocated to her, will constitute property of the Chapter 7 Estate. The Court retained jurisdiction over the June 9 Consent Order. *Id.* ¶ 16. The Liquidation Trustee did not appeal or otherwise seek relief from the entry of the June 9 Consent Order.

7. On June 12, 2026, the Chapter 7 Trustee voluntarily dismissed the April Adversary Proceeding without prejudice.

C. The August Subpoena

8. On the evening of August 20, 2026, counsel for the Liquidation Trustee e-mailed the August 20 Letter and the August Subpoena to Okin Hollander. The August Subpoena is directed to "Ms. Miriam Mizrachi, c/o Paul Hollander, Esq. and Rosanne Singer, Esq., Okin Hollander LLC," and the August 20 Letter states that the August Subpoena "is served on you as her counsel of record." No copy of the August Subpoena was simultaneously delivered to Ms. Mizrachi. Okin Hollander was never authorized, nor did it ever agree to accept service of a subpoena on Ms. Mizrachi's behalf. *See* Hollander Cert. at ¶ 10.

9. The August Subpoena contains twenty-three (23) requests covering a "Relevant Time Period" of "January 1, 2018 through the present." August Subpoena, Ex. A, Definition 18. It defines "Subject Entities" to include not only seventeen (17) named entities but also "any other entity in which YOU [defined in the August Subpoena as 'MS. MIRIAM MIZRACHI, also appearing of record as Miriam Silber and as Miriam Mizrahi, including any agent, attorney, accountant, bookkeeper, financial advisor, trustee, nominee or other PERSON acting on her behalf or holding documents for her'] hold or held, directly or indirectly, any legal, equitable or beneficial interest." *Id.*, Definition 16.

10. The August 20 Letter asserts that there are "substantial grounds to contend" that the subject transfers "are avoidable under 11 U.S.C. § 544(b)," that the Vecta interests "or their value, are recoverable from Ms. Mizrachi as a subsequent transferee under 11 U.S.C. § 550(a)(2)," and, alternatively, that the interests "are property of the CBRM estates" subject to turnover under section 542. *See* August 20 Letter at pg. 3. The August 20 Letter describes the purported competing claims of the two estates to the Vecta interests as "a question between the fiduciaries." *Id.* at pg. 4.

D. The Motion to Quash and the Liquidation Trustee's Motion

11. On September 3, 2026 and again on September 17, 2026, Ms. Mizrachi filed the Motion to Quash [Chapter 7 case Docket No. 198 and CBRM case Docket No. 861] and reserved all rights with regard to the fact that the August Subpoena was not served on her. The Motion to Quash is scheduled to be heard on October 15, 2026. On September 16, 2026, the Liquidation Trustee filed the Motion.

12. On September 30, 2026, the Liquidation Trustee delivered to Ms. Mizrachi the September Subpoena, dated August 20, 2026 with an expired return date of September 4, 2026.

13. On October 1, 2026, Okin Hollander received an email from CNBF attaching the CNBF Subpoena (attached as Exhibit D to the Hollander Cert.), of which it and Ms. Mizrachi were previously unaware.[11] The CNBF Subpoena includes sixty (60) requests, including among other things, "All DOCUMENTS sufficient to identify each FINANCIAL ACCOUNT maintained by YOU [defined in the CNBF Subpoena as CNBF, its parents, subsidiaries, divisions, affiliates, etc.] for SILBER, MIZRACHI…or any of the SCHEDULED ENTITIES…." Req. No. 55.

[11] The Motion to Quash applies to the CNBF Subpoena to the extent it seeks Mizrachi Financial Records in disregard of the notice requirements set forth in Rule 45(a)(4).

14. On October 2, 2026, the Chapter 7 Trustee filed the October Adversary Proceeding.

ARGUMENT

I. THE MOTION SHOULD BE DENIED BECAUSE THE AUGUST SUBPOENA WAS NOT SERVED ON MS. MIZRACHI

A. Rule 45 Requires Timely Delivery to the Named Person, Which Courts Within the Third Circuit Construe as Personal Service.

15. Bankruptcy Rule 2004(c) provides that in connection with a subpoena, production may be compelled only "as provided in Rule 9016." Bankruptcy Rule 9016 makes Rule 45 applicable in cases under the Bankruptcy Code. *See Simon v. FIA Card Servs., N.A.*, 732 F.3d 259, 268 (3d Cir. 2013). Rule 45(b)(1) provides that "[s]erving a subpoena requires delivering a copy to the named person." Fed. R. Civ. P. 45(b)(1).

16. The majority of courts within the Third Circuit construe the word "delivering" to contemplate personal service. As a District of New Jersey court has explained, "courts within the Third Circuit have interpreted the word 'delivering' in [Rule] 45(b)(1) literally, requiring that an individual is served personally." *Farley-Skinner v. Adventure Aquarium, LLC*, 2018 U.S. Dist. LEXIS 128847, at *3 (D.N.J. Aug. 1, 2018) (citations omitted). The Eastern District of Pennsylvania has likewise held that "[t]he longstanding interpretation of Rule 45 has been that personal service of subpoenas is required." *Alfamodes Logistics Ltd. Liab. Co. v. Catalent Pharma Sols., LLC*, No. 09-3543, 2011 U.S. Dist. LEXIS 44537, at *2 (E.D. Pa. Apr. 25, 2011). *See also Smith v. Club Exploria LLC*, 2021 U.S. Dist. LEXIS 182857, at *3-5 (M.D. Pa. Sept. 24, 2021) (ECF No. 31) (denying motion to compel because "the majority position in the Third Circuit is that Rule 45's use of the term 'delivering' contemplates personal service"); *Duffy v. Kent Cnty. Levy Ct.*, 800 F. Supp.2d 624, 629 (D. Del. 2011) ("A majority of courts have held that Rule 45 requires personal service of subpoenas."); *Yarus v. Walgreen Co.*, 2015 U.S. Dist. LEXIS 86247,

at *7 (E.D. Pa. July 1, 2015) ("Subpoenas that fail to comply with the strict personal service requirement of Rule 45(b)(1) are deficient and cannot be the basis for imposing discovery sanctions.").

17. Bankruptcy courts within this Circuit apply the same rule to subpoenas issued in bankruptcy cases. In *In re Rosen*, 542 B.R. 177 (Bankr. E.D. Pa. Dec. 15, 2015), the court denied a chapter 7 trustee's motion for contempt to enforce a subpoena that had not been properly served, holding that proper service is a prerequisite to enforcement under Rule 45(g) and that the recipient's "actual notice of the Subpoena does not obviate the requirement of proper service." *Id.* at 179-80. *See also Robertson v. Dennis (In re Dennis)*, 330 F.3d 696, 704-05 (5th Cir. 2003) (Rule 45 requires personal service of a subpoena issued in a bankruptcy proceeding).

18. The Liquidation Trustee did not personally serve the August Subpoena on Ms. Mizrachi. On August 20, 2026, he e-mailed it to Okin Hollander, stating that it was "served on you as her counsel of record." Nothing in Rule 45 authorizes service on a witness by delivery to the witness's counsel, and Okin Hollander was never authorized, nor has it ever agreed to accept service on Ms. Mizrachi's behalf. Hollander Cert. ¶ 10. *See Jorden v. Glass*, 2010 U.S. Dist. LEXIS 74886, at *3 n.1 (D.N.J. July 23, 2010) (court accepted something other than personal service only because the non-party "or someone authorized on his behalf" had signed an acknowledgment of receipt). There is no such acknowledgment here.

19. The Liquidation Trustee bears the burden of proving that service was valid. *See Grand Ent. Grp., Ltd. v. Star Media Sales, Inc.*, 988 F.2d 476, 488 (3d Cir. 1993) (party asserting validity of service bears burden of proof); *Rosen*, 542 B.R. at 179. As the Liquidation Trustee delivered the August Subpoena only to Okin Hollander, he has not met his burden.[12]

[12] The Defective Subpoenas were signed only by Richard J. Corbi, Esq., who appears in these cases *pro hac vice*. Under Local Rule 9010-1(b)(4), "[o]nly local counsel, and not the attorney admitted pro hac vice, may sign and file

B. Notice Does Not Cure Defective Service.

20. Notwithstanding the Liquidation Trustee's knowing and persistent violations of Rule 45, his response is that Okin Hollander received the August Subpoena, called him about it, corresponded about it and moved to quash it. Motion ¶ 60. But courts in this Circuit consistently hold that a witness's awareness of a subpoena does not substitute for service. *Farley-Skinner*, 2018 U.S. Dist. LEXIS 128847, at *4 (witness's "knowledge of the subpoena does not validate [the] improper service"); *Alfamodes*, 2011 U.S. Dist. LEXIS 44537, at *3 (evidence that non-parties "are aware of the existence of the subpoenas…does not satisfy Fed. R. Civ. P. 45"); *Rosen*, 542 B.R. at 180. None of the Liquidation Trustee's cited authorities holds that e-mailing a subpoena to a witness's lawyer, without the lawyer's agreement to accept service and without any attempt at personal delivery, satisfies Rule 45(b)(1). *See* Motion ¶¶ 59-60.

C. The Court May Not Compel an Unserved Party to Comply With an Unserved Subpoena, and the Liquidation Trustee's Proposed "Cure" Would Read the Service Requirement Out of the Rule.

21. Rule 45 ties the Court's enforcement power to personal service. A court may hold in contempt only a person "who, *having been served*, fails without adequate excuse to obey the subpoena or an order related to it." Fed. R. Civ. P. 45(g) (emphasis added). The Third Circuit has recognized that a witness who "was never served with a subpoena" cannot properly be held in contempt for disobeying it. *See Shahin v. Delaware*, 563 F. App'x 196, 200 (3d Cir. 2014). For the same reason, district courts in this Circuit deny motions to compel where the subpoena was not properly served. *Smith*, 2021 U.S. Dist. LEXIS 182857, at *4-6; *Alfamodes*, 2011 U.S. Dist. LEXIS 44537, at *2. Without service, no compliance date is triggered.

---

papers and receive notices and service of papers." To the extent the Defective Subpoenas were not issued by an attorney authorized to sign papers in this Court, they are defective for that additional reason. *See* Fed. R. Civ. P. 45(a)(3).

22. The Liquidation Trustee concedes that "[a]ctual notice and the absence of prejudice do not themselves establish that service was valid, and the Trustee does not contend otherwise." Motion ¶ 60. Nevertheless, the Liquidation Trustee asks the Court to cure his defective service by "directing that service be accepted," or by "fixing a compliance date now that she indisputably holds the document." Motion ¶ 60. Neither request has any basis in Rule 45. The Rule does not authorize a court to order a witness's counsel to accept service where counsel has not agreed to do so, and treating a witness's possession of a copy of a subpoena as the equivalent of service is precisely the "actual notice" argument that the Liquidation Trustee acknowledges does not establish valid service. *See* Motion ¶ 60. The modification provision of Rule 45(d)(3)(B), on which the Liquidation Trustee relies, exists "[t]o protect a person subject to or affected by a subpoena"; it is not a mechanism for an issuing party to validate its admittedly defective service.

D. Delivery of the September Subpoena[13] After the Expiration of its Return Date Violated Local Rule 9016-1 and is Not Valid Service

23. A subpoena issued under Bankruptcy Rule 9016, other than a subpoena to testify at a hearing or trial, must set the date for compliance not earlier than 14 days after service of the subpoena. D.N.J. LBR 9016-1(a). A motion to quash[14] or modify a subpoena filed before the date set for compliance stays the subpoena until the court rules on the motion. D.N.J. LBR 9016-1(b). Under Rule 45(d)(3)(A)(i), the Court must quash a subpoena that "fails to allow a reasonable time to comply." Service of a subpoena under Rule 45(b)(1) contemplates physical delivery in a valid

[13] As the Liquidation Trustee delivered the September Subpoena to Ms. Mizrachi on September 30, 2026, it is not the subject of the Motion (which is dated September 16, 2026), but is being addressed herein in anticipation of these issues being raised at the October 15, 2026 hearing on the Motion and in the interest of Ms. Mizrachi having a full and fair opportunity to advise the Court of the defects with the September Subpoena.

[14] Pursuant to D.N.J. LBR 9016-1(b), the Motion to Quash stayed the August Subpoena and the other subpoenas discussed therein and herein, and should also have stayed the September Subpoena pending the results of the October 15, 2026 hearing date.

form that enables compliance. Serving the September Subpoena on September 30, with an expired return date of September 4, violated the 14-day compliance time frame set forth in D.N.J. LBR 9016-1(a) and was ineffective to satisfy Rule 45(b)(1)'s service requirements, making that Subpoena invalid on its face.

II. THE DEFECTIVE SUBPOENAS IMPERMISSIBLY SEEK DISCOVERY CONCERNING THE VECTA PARTNERS INTERESTS AND OTHER MATTERS, WHICH ARE THE SUBJECT OF A PENDING PROCEEDING[15]

A. The Pending Proceeding Rule Bars the Use of Rule 2004 to Obtain Discovery

24. Rule 2004 examinations are subject to the court's discretion, and this Court has recognized that the Rule has limits. Courts "may quash Rule 2004 subpoenas where they seek discovery related to existing proceedings," and will not permit Rule 2004 subpoenas "where they would impose prejudice or injustice on the subpoenaed party." *In re Chitester*, 2025 Bankr. LEXIS 392, at *6 (Bankr. D.N.J. Feb. 21, 2025) (citing *2435 Plainfield Ave., Inc. v. Twp. of Scotch Plains* (*In re 2435 Plainfield Ave., Inc*.), 223 B.R. 440, 455-57 (Bankr. D.N.J. 1998), and *In re Summit Glob. Logistics, Inc*., 2008 Bankr. LEXIS 5137 (Bankr. D.N.J. Apr. 9, 2008)). As Judge Gravelle explained, "[i]t is inappropriate to utilize the more expansive Rule 2004 subpoena to obtain discovery for these other matters." *Id*. at *7. The concern was the use of Rule 2004 to circumvent the safeguards and protections of the Federal Rules of Civil Procedure.

25. The Defective Subpoenas violate the "pending proceeding rule." Under that doctrine, "once an adversary proceeding or contested matter has been commenced, discovery is only permissible pursuant to Federal Rules of Bankruptcy Procedure 7026 *et seq*., rather than by a [Rule] 2004 examination." *In re Washington Mut., Inc*., 408 B.R. 45, 50 (Bankr. D. Del. 2009); *In re Enron Corp*., 281 B.R. 836, 840 (Bankr. S.D.N.Y. 2002); *In re Bennett Funding Group, Inc*.,

[15] This argument is being made on the basis that it is separate and apart from the service issues and the effectiveness of the expired September Subpoena attempted to be served on September 30, 2026.

203 B.R. 24, 28 (Bankr. N.D.N.Y. 1996). As the *Washington Mutual* court explained, "[t]he primary concern of courts is the use of Rule 2004 examinations to circumvent the safeguards and protections of the Federal Rules of Civil Procedure." *Id*. at 51. Because the October Adversary Proceeding against Ms. Mizrachi and other defendants is pending, it is impermissible to use a Rule 2004 subpoena as a "post-confirmation investigative tool" when it is being *de facto* utilized as a discovery mechanism to further the prosecution of the claims and matters underlying the October Adversary Proceeding. *See In re Glitnir banki hf*., 2011 Bankr. LEXIS 3296, at *13-14 (Bankr. S.D.N.Y. Aug. 19, 2011) (noting that the pending proceeding rule is based on the different safeguards that attend Rule 2004 and reflects a concern that a party to litigation could circumvent an adversary's rights by using Rule 2004 rather than civil discovery to obtain documents or information relevant to the lawsuit). Indeed, the Liquidation Trustee's own authority declined to permit a Rule 2004 examination of a party to an adversary proceeding concerning that party's alleged receipt of fraudulent transfers. *Bennett Funding Grp.*, 203 B.R. at 28-30.

26. To the extent that the Liquidation Trustee may assert that certain information sought by the Defective Subpoenas falls outside the scope of the October Adversary Proceeding and is not therefore barred by the pending proceeding rule, any such contention is at best, duplicitous. Based on the filing of the October Adversary Proceeding, any discovery with respect to matters that are the subject thereof must now be in compliance with the discovery framework provided by Fed. R. Bankr. P. 7026 through 7037, and not Rule 2004. In light of (i) the Liquidation Trustee's repeated stated intentions, since May 2026 and as recently as August 2026, to intervene in any adversary proceeding involving transfers that were and are the subject matter of the Adversary Proceedings; and (ii) his position that CBRM's overlapping claims regarding the Vecta Partners interests is "a question between the fiduciaries," the pending proceeding rule should

preclude any discovery until those matters and the issues implicated thereby are fully developed (whether by intervention; possible amendment of the October Adversary Proceeding to seek declaratory relief against the Liquidation Trustee with respect to the alleged overlapping claims; stay relief litigation pursuant to section 362 of the Bankruptcy Code; and/or the consolidation of any separate proceeding the Liquidation Trustee may attempt to file in contravention of the automatic stay provisions of section 362(a)(3) of the Bankruptcy Code), and notwithstanding the fact that the Liquidation Trustee is not yet a party to the October Adversary Proceeding.[16]

V. RESERVATION OF RIGHTS

27. Ms. Mizrachi reserves all rights, including (i) all objections to service; (ii) all grounds asserted in the Motion to Quash; (iii) all privileges and protections; and (iv) the right to seek fees and expenses under Rule 45(d)(1).

CONCLUSION

For the foregoing reasons, Ms. Mizrachi respectfully requests that the Court enter an Order (i) denying the Motion in its entirety; (ii) granting the relief requested in the Motion to Quash; (iii)

[16] The fact that the Liquidation Trustee is not a party to the Adversary Proceedings is not determinative. Courts apply the pending proceeding rule where Rule 2004 would be used to aid litigation in which the examining party is not formally a litigant. *See In re SunEdison, Inc*., 572 B.R. 482, 490-92 (Bankr. S.D.N.Y. 2017) (denying debtors' Rule 2004 request directed at party to pending state court litigation involving debtors' non-debtor subsidiaries, even though debtors were not parties to that litigation).

directing the Liquidation Trustee to bear the reasonable costs of any compliance; and (iv) granting such other and further relief as this Court deems just and proper.

Dated: October 8, 2026

Respectfully submitted,

OKIN HOLLANDER LLC

By: *<u>/s/ Paul S. Hollander</u>*
Paul S. Hollander, Esq.
Glenpointe Centre West, 2nd Floor
500 Frank W. Burr Blvd., Suite 40
Teaneck, New Jersey 07666
(201) 947-7500
phollander@okinhollander.com

Counsel for Miriam Mizrachi

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

OKIN HOLLANDER LLC
Glenpointe Centre West, 2nd Floor
500 Frank W. Burr Blvd.
Teaneck, New Jersey 07666
T: 201-947-7500
F: 201-947-2663
Paul S. Hollander, Esq.
phollander@okinhollander.com

Counsel for Miriam Mizrachi

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. (EST)

Objection Deadline: October 8, 2026

CERTIFICATION OF PAUL S. HOLLANDER, ESQ. IN SUPPORT OF OPPOSITION OF MIRIAM MIZRACHI TO MOTION OF THE CREDITOR RECOVERY TRUSTEE FOR ENTRY OF AN ORDER (I) COMPELLING MIRIAM MIZRACHI TO COMPLY WITH THE RULE 2004 SUBPOENA ISSUED TO HER,(II) OVERRULING HER OBJECTIONS THERETO, AND (III) GRANTING RELATED RELIEF

Paul S. Hollander, of full age, hereby states and certifies as follows:

1. I am an attorney and member of the law firm of Okin Hollander LLC, counsel to Miriam Mizrachi ("Ms. Mizrachi") in the above-captioned case. I am a member of the bar of the State of New Jersey and am admitted to practice before the United States Bankruptcy Court for the District of New Jersey. I certify that I have knowledge of the facts contained herein.

2. I submit this Certification in support of the *OPPOSITION OF MIRIAM MIZRACHI TO MOTION OF THE CREDITOR RECOVERY TRUSTEE FOR ENTRY OF AN ORDER (I) COMPELLING MIRIAM MIZRACHI TO COMPLY WITH THE RULE 2004 SUBPOENA ISSUED TO HER,(II) OVERRULING HER OBJECTIONS THERETO, AND (III) GRANTING RELATED RELIEF* (the "Motion").

3. Attached hereto as **Exhibit A** is a true and correct copy of the expired Rule 2004 August Subpoena[1] dated August 20, 2026, that Richard Corbi, Esq., counsel to the Liquidation Trustee, emailed to Okin Hollander.

4. Attached hereto as **Exhibit B** is a true and correct copy of the Rule 2004 September Subpoena that Richard Corbi, Esq., counsel to the Liquidation Trustee, delivered to Ms. Mizrachi on September 30, 2026.

5. Attached hereto as **Exhibit C** is a true and correct copy of the Rule 2004 Chase Subpoena dated August 20, 2026 that Richard Corbi, Esq. delivered to Chase.

6. Attached hereto as **Exhibit D** is a true and correct copy of the October 1, 2026 email from CBNF and the CNBF Subpoena dated September 17, 2026 sent to, among others, Okin Hollander.

7. Attached hereto as **Exhibit E** is a true and correct copy of a letter dated June 8, 2026 from Richard Corbi, Esq. to this Court.

8. Attached hereto as **Exhibit F** is a true and correct copy of a letter dated August 20, 2026, from Richard Corbi, Esq. to Okin Hollander LLC.

9. Attached hereto as **Exhibit G** is a true and correct copy of the CBRM

[1] Capitalized terms not defined herein shall have the meaning ascribed to such terms in the *Opposition of Miriam Mizrachi* to the Motion, filed herewith.

Markup of the proposed June 9 Consent Order.

10. Neither I nor any employee of Okin Hollander LLC has ever agreed to accept service of a subpoena on behalf of Ms. Mizrachi.

11. No copy of the August Subpoena was ever delivered to or served on Ms. Mizrachi.

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: October 8, 2026

By: */s/ Paul S. Hollander*
Paul S. Hollander, Esq.

Exhibit A

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: Ms. Miriam Mizrachi, c/o Paul Hollander, Esq. and Rosanne Singer, Esq., Okin Hollander LLC
(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 4, 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 20, 2026

CLERK OF COURT

OR

_____ /s/ Richard J. Corbi
Signature of Clerk or Deputy Clerk *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

1. As used herein, the term "**YOU**" means MS. MIRIAM MIZRACHI, also appearing of record as Miriam Silber and as Miriam Mizrahi, including any agent, attorney, accountant, bookkeeper, financial advisor, trustee, nominee or other PERSON acting on her behalf or holding documents for her.

2. As used herein, the term "**ALL DOCUMENTS**" means all documents and communications in YOUR possession, custody or control, or otherwise available to YOU, including documents held by YOUR agents, attorneys, accountants, representatives and any other PERSON acting on YOUR behalf.

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 "**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.

7. 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.

8. As used herein, the term "**AFFILIATES**" means any individual or entity 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 or entity is identified as an account holder.

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, databases, accounting and tax software files, cloud-stored documents, 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 "**POSSESSION, CUSTODY OR CONTROL**" means documents in YOUR physical possession and documents that YOU have the legal right or practical ability to obtain from another PERSON.

14. As used herein, the term "**RELATED TO**" means constituting, containing, embodying, reflecting, identifying, stating, referring to, dealing with or in any way pertaining to.

15. As used herein, the term "**VECTA TRANSFER**" means the transfer to YOU of any portion of Moshe Silber's interest in Vecta Partners, LLC, Sunnyside Bancorp, Inc. or Sunnyside Federal Savings and Loan Association, including the agreement effective February 2, 2023 by which a portion of that interest was transferred, together with every draft, amendment and related instrument.

16. As used herein, the term "**SUBJECT ENTITIES**" means each of the following: Vecta Partners, LLC; Sunnyside Bancorp, Inc.; Sunnyside Federal Savings and Loan Association; Vecta, Inc.; Vecta Bank; the Voting Trust of which Nicholas Frungillo, Jr. is trustee; 14 Enclave Owner, LLC; the Silber Family Trust; Rapid Services LLC; Rapid Improvements LLC; Syms Construction LLC; M&M Construction LLC; Stallion Aviation LLC; CBCC 1 LLC; RCA RE Holdings LLC; JE SPE

5399 LLC; KR3 Holdings LLC; Crown Capital Holdings LLC; CBRM Realty, Inc.; and any other entity in which YOU hold or held, directly or indirectly, any legal, equitable or beneficial interest.

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

18. As used herein, the term "**RELEVANT TIME PERIOD**" means January 1, 2018 through the present.

INSTRUCTIONS

1. These Requests call for ALL DOCUMENTS within YOUR possession, custody or control, wherever located and by whomever held.

2. Produce documents as they are kept in the ordinary course of business, organized and labelled to correspond to the Requests to which they respond.

3. Produce ELECTRONICALLY STORED INFORMATION in native format with metadata intact. Do not convert native files to PDF or other static images.

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

5. In responding, furnish all documents available to YOU, including documents in the possession of YOUR attorneys, agents, accountants, bankers, advisors and all persons acting or purporting to act on YOUR behalf, and not merely documents within YOUR direct personal knowledge.

6. If any document called for has been destroyed or discarded, identify each addressor and addressee, each indicated or blind copy, the document's date, subject matter, number of pages 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.

7. 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 a ruling on the withholding.

8. For any document withheld in whole or in part on a claim of attorney-client privilege, work product, common interest or any other privilege, provide a privilege log identifying the author, date, title and recipients of the communication, a description of its subject matter, and the legal and factual grounds relied upon, in sufficient detail to permit a determination of the claim.

9. If no documents are responsive to a particular Request, state so expressly and describe the search performed.

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

11. Preservation of Documents and ESI: YOU are requested to preserve and not alter, delete, destroy, overwrite or dispose of any documents, communications, ESI, accounting records, tax records or workpapers responsive to this subpoena, including e-mails, text messages, messaging application communications, cloud-stored documents, accounting software files, backups and associated metadata.

12. For each wire transfer or electronic funds transfer responsive to any Request, produce the complete Fedwire, CHIPS, SWIFT or ACH record, including originator, originator's financial institution, beneficiary, beneficiary's financial institution, account numbers, reference fields and IMAD/OMAD or equivalent message identifiers. Wire logs, disbursement ledgers and spreadsheets shall be produced in native format.

13. This subpoena commands the production of documents only. It does not command testimony, and no examination is noticed by it. It is served upon YOUR counsel of record, Okin Hollander LLC, and a copy is being served contemporaneously upon the chapter 7 trustee of the estate of Moshe Silber, Case No. 25-21650 (MBK).

14. This subpoena reaches documents within YOUR possession, custody or control, which includes documents held on YOUR behalf by any accountant, bookkeeper, financial advisor, trustee, family member or agent, and documents residing in any personal e-mail account, mobile device, computer or cloud storage service available to YOU.

15. Nothing in this subpoena seeks the substance of legal advice given to YOU by YOUR counsel. Documents withheld on a

claim of privilege must be logged in accordance with Instruction 8, and any claim of privilege must be asserted document by document rather than categorically.

16. Negative responses. If YOU have no documents responsive to a particular Request, state that expressly and describe the search performed, identifying the accounts, devices and locations searched and the person who conducted the search.

SCHEDULE OF DOCUMENTS TO BE PRODUCED

1. Interests in Entities: All documents CONCERNING any legal, equitable or beneficial interest YOU hold or have held in any entity, including each of the SUBJECT ENTITIES: the instrument by which YOU acquired it, the consideration YOU paid, the operating agreement or other governing document, all amendments, all capital account records, and all documents CONCERNING any subsequent transfer or encumbrance.

2. The Voting Trust: All documents CONCERNING the Voting Trust of which Nicholas Frungillo, Jr. is trustee, including the trust instrument and all amendments, all documents CONCERNING the deposit of any Vecta or Sunnyside interest into it, all voting instructions given or received, all communications with Mr. Frungillo, and all documents CONCERNING any proposed sale or disposition of Vecta Bank.

3. The 95% Interest: All documents CONCERNING the indirect ownership interest in Vecta Bank that the Debtor testified at his section 341 meeting on March 30, 2026 he had transferred to YOU, including the instrument effecting the transfer, the consideration YOU gave, any valuation obtained, all tax reporting of the transfer including any gift tax return, and all documents CONCERNING YOUR present ownership of that interest.

4. The Vecta Transfer: All documents and communications CONCERNING the VECTA TRANSFER, including every version of the agreement effective February 2, 2023; all documents CONCERNING its negotiation, drafting and execution; all documents CONCERNING the consideration YOU gave for it; all valuations or appraisals of the interest transferred; all documents CONCERNING the estate planning purpose asserted for it; and all communications with any attorney, accountant or advisor CONCERNING it, other than communications subject to a valid claim of privilege.

5. Rapid Services LLC: All documents CONCERNING YOUR interest in Rapid Services LLC, including the Schedule K-1 issued to YOU by that entity, all other Schedules K-1 and Forms 1099 YOU received from it, the instrument by which YOU acquired the interest and the consideration YOU paid, all distributions or payments YOU received from it, and all documents CONCERNING its dealings with any DEBTOR or AFFILIATE.

6. American Express and Other Credit Cards: All statements and records for the American Express accounts recorded on the books of Rapid Improvements LLC in YOUR name as accounts 97008 and 92025, and for every other credit card, charge card or line of credit issued in YOUR name or used by YOU at any time during the RELEVANT TIME PERIOD, together with all documents identifying who paid each account.

7. Bank, Brokerage and Investment Accounts: Documents sufficient to identify every bank, brokerage, investment, custodial, retirement or other financial account held by YOU or for YOUR benefit, individually or jointly, at any institution, at any time during the RELEVANT TIME PERIOD, together with complete statements for each.

8. The August 2022 Deposit: All documents CONCERNING the deposit of approximately $1,000,000 into YOUR checking account in or about August 2022, including the source of the funds, the reason for the payment, and the subsequent use or disposition of those funds.

9. Real Property: All documents CONCERNING any real property in which YOU hold or have held any interest, including 14 Enclave Boulevard, Lakewood, New Jersey, and including deeds, mortgages, closing statements, appraisals, insurance policies, and all documents CONCERNING the source of the funds used to acquire, improve or carry each property.

10. The Silber Family Trust: All documents CONCERNING the Silber Family Trust, including the trust instrument and all amendments, all documents identifying its trustees and beneficiaries, all assets held by it, all distributions from it, and all documents CONCERNING the mortgage with Stifel Bank & Trust on the property at 12 Rustic Road, Lakewood, New Jersey.

11. Transfers Received From Moshe Silber: All documents CONCERNING any transfer of money, property or other value received by YOU, directly or indirectly, from Moshe Silber (a/k/a Mark Silber), from any DEBTOR, from any AFFILIATE, or from any PERSON acting for any of them, at any time during the RELEVANT TIME PERIOD, including the date,

amount, form and stated purpose of each.

12. Transfers Made By You: All documents CONCERNING any transfer of money, property or other value made by YOU to any PERSON in an amount exceeding $10,000, at any time during the RELEVANT TIME PERIOD, including any transfer to a family member, trust, foundation, charity or entity.

13. Sources of Support: All documents CONCERNING the sources of funds used to pay YOUR household and living expenses during the RELEVANT TIME PERIOD, including any payment made on YOUR behalf by any PERSON and any charitable support received.

14. Tax Returns: All federal, state and local income tax returns, extensions and amendments filed by YOU or on YOUR behalf, jointly or individually, for each year within the RELEVANT TIME PERIOD, together with all Schedules K-1 and Forms 1099 received, all supporting schedules and workpapers, and all gift tax returns.

15. The Documents Produced at the May 2025 Deposition: All documents YOU produced, brought or referred to at YOUR deposition taken on or about May 8, 2025, including the organizational chart and the financial records produced there, together with all documents CONCERNING how YOU obtained each of them and from whom.

16. Organizational Charts and Ownership Records: Every organizational chart, ownership schedule, entity list, capitalization table or funds-flow diagram CONCERNING any DEBTOR, AFFILIATE or SUBJECT ENTITY in YOUR possession, custody or control, in native format where available.

17. Communications with Moshe Silber: All communications between YOU and Moshe Silber (a/k/a Mark Silber) CONCERNING any DEBTOR, AFFILIATE or SUBJECT ENTITY, any transfer of any interest or asset, any bank account, or any tax return, by any medium including e-mail, text message, WhatsApp, Signal or any similar platform.

18. Communications with Others: All communications between YOU and Fredrick (Frederick) Schulman, Laura Rosenberg, Avi Orlansky, Ms. Shulamis Allon, Phillip M. Stern & Company, Bernstein & Pinchuk LLP or MBP Global LLP, Y H Roth CPA PC, Schneider, Schecter & Yoss, LLP, or any accountant, bookkeeper or financial advisor, CONCERNING any DEBTOR, AFFILIATE or SUBJECT ENTITY.

19. Role and Services: All documents CONCERNING any role YOU held or services YOU performed for any DEBTOR, AFFILIATE or SUBJECT ENTITY, including any officer, director, member, manager or employee position, any compensation received, and any document YOU signed on behalf of any of them.

20. Safe Deposit Boxes and Stored Property: All documents CONCERNING any safe deposit box, storage unit or similar facility rented by or accessible to YOU, and all documents CONCERNING any cash, precious metals, jewelry, artwork or other valuables held by YOU outside a financial institution.

21. Aircraft, Vessels and Vehicles: All documents CONCERNING any aircraft, vessel or motor vehicle owned, leased, chartered or used by YOU or made available for YOUR use, including any aircraft of Stallion Aviation LLC and any vessel recorded on the books of any SUBJECT ENTITY.

22. Devices, Accounts and Retention: Documents sufficient to identify every e-mail account, mobile device, computer, tablet and cloud storage service used by YOU during the RELEVANT TIME PERIOD; and all documents CONCERNING any deletion, loss or destruction of documents responsive to this subpoena.

23. Persons Holding Your Records: Documents sufficient to identify every accountant, bookkeeper, attorney, financial advisor, trustee or other PERSON who holds or has held documents CONCERNING YOUR financial affairs, and the categories of documents each holds.

Exhibit B

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: Ms. Miriam Mizrachi, c/o Paul Hollander, Esq. and Rosanne Singer, Esq., Okin Hollander LLC
(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 4, 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 20, 2026

CLERK OF COURT

OR

_____ /s/ Richard J. Corbi
Signature of Clerk or Deputy Clerk *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).

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: Ms. Miriam Mizrachi, c/o Paul Hollander, Esq. and Rosanne Singer, Esq., Okin Hollander LLC
(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 4, 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 20, 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

1. As used herein, the term "**YOU**" means MS. MIRIAM MIZRACHI, also appearing of record as Miriam Silber and as Miriam Mizrahi, including any agent, attorney, accountant, bookkeeper, financial advisor, trustee, nominee or other PERSON acting on her behalf or holding documents for her.

2. As used herein, the term "**ALL DOCUMENTS**" means all documents and communications in YOUR possession, custody or control, or otherwise available to YOU, including documents held by YOUR agents, attorneys, accountants, representatives and any other PERSON acting on YOUR behalf.

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 "**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.

7. 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.

8. As used herein, the term "**AFFILIATES**" means any individual or entity 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 or entity is identified as an account holder.

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, databases, accounting and tax software files, cloud-stored documents, 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 "**POSSESSION, CUSTODY OR CONTROL**" means documents in YOUR physical possession and documents that YOU have the legal right or practical ability to obtain from another PERSON.

14. As used herein, the term "**RELATED TO**" means constituting, containing, embodying, reflecting, identifying, stating, referring to, dealing with or in any way pertaining to.

15. As used herein, the term "**VECTA TRANSFER**" means the transfer to YOU of any portion of Moshe Silber's interest in Vecta Partners, LLC, Sunnyside Bancorp, Inc. or Sunnyside Federal Savings and Loan Association, including the agreement effective February 2, 2023 by which a portion of that interest was transferred, together with every draft, amendment and related instrument.

16. As used herein, the term "**SUBJECT ENTITIES**" means each of the following: Vecta Partners, LLC; Sunnyside Bancorp, Inc.; Sunnyside Federal Savings and Loan Association; Vecta, Inc.; Vecta Bank; the Voting Trust of which Nicholas Frungillo, Jr. is trustee; 14 Enclave Owner, LLC; the Silber Family Trust; Rapid Services LLC; Rapid Improvements LLC; Syms Construction LLC; M&M Construction LLC; Stallion Aviation LLC; CBCC 1 LLC; RCA RE Holdings LLC; JE SPE

5399 LLC; KR3 Holdings LLC; Crown Capital Holdings LLC; CBRM Realty, Inc.; and any other entity in which YOU hold or held, directly or indirectly, any legal, equitable or beneficial interest.

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

18. As used herein, the term "**RELEVANT TIME PERIOD**" means January 1, 2018 through the present.

INSTRUCTIONS

1. These Requests call for ALL DOCUMENTS within YOUR possession, custody or control, wherever located and by whomever held.

2. Produce documents as they are kept in the ordinary course of business, organized and labelled to correspond to the Requests to which they respond.

3. Produce ELECTRONICALLY STORED INFORMATION in native format with metadata intact. Do not convert native files to PDF or other static images.

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

5. In responding, furnish all documents available to YOU, including documents in the possession of YOUR attorneys, agents, accountants, bankers, advisors and all persons acting or purporting to act on YOUR behalf, and not merely documents within YOUR direct personal knowledge.

6. If any document called for has been destroyed or discarded, identify each addressor and addressee, each indicated or blind copy, the document's date, subject matter, number of pages 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.

7. 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 a ruling on the withholding.

8. For any document withheld in whole or in part on a claim of attorney-client privilege, work product, common interest or any other privilege, provide a privilege log identifying the author, date, title and recipients of the communication, a description of its subject matter, and the legal and factual grounds relied upon, in sufficient detail to permit a determination of the claim.

9. If no documents are responsive to a particular Request, state so expressly and describe the search performed.

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

11. Preservation of Documents and ESI: YOU are requested to preserve and not alter, delete, destroy, overwrite or dispose of any documents, communications, ESI, accounting records, tax records or workpapers responsive to this subpoena, including e-mails, text messages, messaging application communications, cloud-stored documents, accounting software files, backups and associated metadata.

12. For each wire transfer or electronic funds transfer responsive to any Request, produce the complete Fedwire, CHIPS, SWIFT or ACH record, including originator, originator's financial institution, beneficiary, beneficiary's financial institution, account numbers, reference fields and IMAD/OMAD or equivalent message identifiers. Wire logs, disbursement ledgers and spreadsheets shall be produced in native format.

13. This subpoena commands the production of documents only. It does not command testimony, and no examination is noticed by it. It is served upon YOUR counsel of record, Okin Hollander LLC, and a copy is being served contemporaneously upon the chapter 7 trustee of the estate of Moshe Silber, Case No. 25-21650 (MBK).

14. This subpoena reaches documents within YOUR possession, custody or control, which includes documents held on YOUR behalf by any accountant, bookkeeper, financial advisor, trustee, family member or agent, and documents residing in any personal e-mail account, mobile device, computer or cloud storage service available to YOU.

15. Nothing in this subpoena seeks the substance of legal advice given to YOU by YOUR counsel. Documents withheld on a

claim of privilege must be logged in accordance with Instruction 8, and any claim of privilege must be asserted document by document rather than categorically.

16. Negative responses. If YOU have no documents responsive to a particular Request, state that expressly and describe the search performed, identifying the accounts, devices and locations searched and the person who conducted the search.

SCHEDULE OF DOCUMENTS TO BE PRODUCED

1. Interests in Entities: All documents CONCERNING any legal, equitable or beneficial interest YOU hold or have held in any entity, including each of the SUBJECT ENTITIES: the instrument by which YOU acquired it, the consideration YOU paid, the operating agreement or other governing document, all amendments, all capital account records, and all documents CONCERNING any subsequent transfer or encumbrance.

2. The Voting Trust: All documents CONCERNING the Voting Trust of which Nicholas Frungillo, Jr. is trustee, including the trust instrument and all amendments, all documents CONCERNING the deposit of any Vecta or Sunnyside interest into it, all voting instructions given or received, all communications with Mr. Frungillo, and all documents CONCERNING any proposed sale or disposition of Vecta Bank.

3. The 95% Interest: All documents CONCERNING the indirect ownership interest in Vecta Bank that the Debtor testified at his section 341 meeting on March 30, 2026 he had transferred to YOU, including the instrument effecting the transfer, the consideration YOU gave, any valuation obtained, all tax reporting of the transfer including any gift tax return, and all documents CONCERNING YOUR present ownership of that interest.

4. The Vecta Transfer: All documents and communications CONCERNING the VECTA TRANSFER, including every version of the agreement effective February 2, 2023; all documents CONCERNING its negotiation, drafting and execution; all documents CONCERNING the consideration YOU gave for it; all valuations or appraisals of the interest transferred; all documents CONCERNING the estate planning purpose asserted for it; and all communications with any attorney, accountant or advisor CONCERNING it, other than communications subject to a valid claim of privilege.

5. Rapid Services LLC: All documents CONCERNING YOUR interest in Rapid Services LLC, including the Schedule K-1 issued to YOU by that entity, all other Schedules K-1 and Forms 1099 YOU received from it, the instrument by which YOU acquired the interest and the consideration YOU paid, all distributions or payments YOU received from it, and all documents CONCERNING its dealings with any DEBTOR or AFFILIATE.

6. American Express and Other Credit Cards: All statements and records for the American Express accounts recorded on the books of Rapid Improvements LLC in YOUR name as accounts 97008 and 92025, and for every other credit card, charge card or line of credit issued in YOUR name or used by YOU at any time during the RELEVANT TIME PERIOD, together with all documents identifying who paid each account.

7. Bank, Brokerage and Investment Accounts: Documents sufficient to identify every bank, brokerage, investment, custodial, retirement or other financial account held by YOU or for YOUR benefit, individually or jointly, at any institution, at any time during the RELEVANT TIME PERIOD, together with complete statements for each.

8. The August 2022 Deposit: All documents CONCERNING the deposit of approximately $1,000,000 into YOUR checking account in or about August 2022, including the source of the funds, the reason for the payment, and the subsequent use or disposition of those funds.

9. Real Property: All documents CONCERNING any real property in which YOU hold or have held any interest, including 14 Enclave Boulevard, Lakewood, New Jersey, and including deeds, mortgages, closing statements, appraisals, insurance policies, and all documents CONCERNING the source of the funds used to acquire, improve or carry each property.

10. The Silber Family Trust: All documents CONCERNING the Silber Family Trust, including the trust instrument and all amendments, all documents identifying its trustees and beneficiaries, all assets held by it, all distributions from it, and all documents CONCERNING the mortgage with Stifel Bank & Trust on the property at 12 Rustic Road, Lakewood, New Jersey.

11. Transfers Received From Moshe Silber: All documents CONCERNING any transfer of money, property or other value received by YOU, directly or indirectly, from Moshe Silber (a/k/a Mark Silber), from any DEBTOR, from any AFFILIATE, or from any PERSON acting for any of them, at any time during the RELEVANT TIME PERIOD, including the date,

amount, form and stated purpose of each.

12. Transfers Made By You: All documents CONCERNING any transfer of money, property or other value made by YOU to any PERSON in an amount exceeding $10,000, at any time during the RELEVANT TIME PERIOD, including any transfer to a family member, trust, foundation, charity or entity.

13. Sources of Support: All documents CONCERNING the sources of funds used to pay YOUR household and living expenses during the RELEVANT TIME PERIOD, including any payment made on YOUR behalf by any PERSON and any charitable support received.

14. Tax Returns: All federal, state and local income tax returns, extensions and amendments filed by YOU or on YOUR behalf, jointly or individually, for each year within the RELEVANT TIME PERIOD, together with all Schedules K-1 and Forms 1099 received, all supporting schedules and workpapers, and all gift tax returns.

15. The Documents Produced at the May 2025 Deposition: All documents YOU produced, brought or referred to at YOUR deposition taken on or about May 8, 2025, including the organizational chart and the financial records produced there, together with all documents CONCERNING how YOU obtained each of them and from whom.

16. Organizational Charts and Ownership Records: Every organizational chart, ownership schedule, entity list, capitalization table or funds-flow diagram CONCERNING any DEBTOR, AFFILIATE or SUBJECT ENTITY in YOUR possession, custody or control, in native format where available.

17. Communications with Moshe Silber: All communications between YOU and Moshe Silber (a/k/a Mark Silber) CONCERNING any DEBTOR, AFFILIATE or SUBJECT ENTITY, any transfer of any interest or asset, any bank account, or any tax return, by any medium including e-mail, text message, WhatsApp, Signal or any similar platform.

18. Communications with Others: All communications between YOU and Fredrick (Frederick) Schulman, Laura Rosenberg, Avi Orlansky, Ms. Shulamis Allon, Phillip M. Stern & Company, Bernstein & Pinchuk LLP or MBP Global LLP, Y H Roth CPA PC, Schneider, Schecter & Yoss, LLP, or any accountant, bookkeeper or financial advisor, CONCERNING any DEBTOR, AFFILIATE or SUBJECT ENTITY.

19. Role and Services: All documents CONCERNING any role YOU held or services YOU performed for any DEBTOR, AFFILIATE or SUBJECT ENTITY, including any officer, director, member, manager or employee position, any compensation received, and any document YOU signed on behalf of any of them.

20. Safe Deposit Boxes and Stored Property: All documents CONCERNING any safe deposit box, storage unit or similar facility rented by or accessible to YOU, and all documents CONCERNING any cash, precious metals, jewelry, artwork or other valuables held by YOU outside a financial institution.

21. Aircraft, Vessels and Vehicles: All documents CONCERNING any aircraft, vessel or motor vehicle owned, leased, chartered or used by YOU or made available for YOUR use, including any aircraft of Stallion Aviation LLC and any vessel recorded on the books of any SUBJECT ENTITY.

22. Devices, Accounts and Retention: Documents sufficient to identify every e-mail account, mobile device, computer, tablet and cloud storage service used by YOU during the RELEVANT TIME PERIOD; and all documents CONCERNING any deletion, loss or destruction of documents responsive to this subpoena.

23. Persons Holding Your Records: Documents sufficient to identify every accountant, bookkeeper, attorney, financial advisor, trustee or other PERSON who holds or has held documents CONCERNING YOUR financial affairs, and the categories of documents each holds.

Exhibit C

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: JPMorgan Chase Bank, N.A., Attn: National Subpoena Processing, Mail Code LA4-6455, 700 Kansas Lane, Monroe, LA 71203
(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 4, 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 20, 2026

CLERK OF COURT

OR

_____ /s/ Richard J. Corbi
Signature of Clerk or Deputy Clerk *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

1. As used herein, the term "**YOU**" means JPMORGAN CHASE BANK, N.A., including without limitation JPMorgan Chase & Co. and all predecessors, successors, parents, subsidiaries, affiliates, divisions, branches, departments, officers, employees, agents, third party servicers, data processors 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, including documents held by YOUR agents, attorneys, accountants, representatives and any other PERSON acting on YOUR behalf.

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 "**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.

7. 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.

8. As used herein, the term "**AFFILIATES**" means any individual or entity 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 or entity is identified as an account holder.

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, databases, accounting and tax software files, cloud-stored documents, 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 "**POSSESSION, CUSTODY OR CONTROL**" means documents in YOUR physical possession and documents that YOU have the legal right or practical ability to obtain from another PERSON.

14. As used herein, the term "**RELATED TO**" means constituting, containing, embodying, reflecting, identifying, stating, referring to, dealing with or in any way pertaining to.

15. As used herein, the term "**SUBJECT PERSONS**" means Miriam Mizrachi, also appearing of record as Miriam Silber and as Miriam Mizrahi, and each of the following to the extent she holds or held any interest in, or signature, transaction or online authority over, an account of it: 14 Enclave Owner, LLC; Vecta Partners, LLC; the Silber Family Trust; Rapid Services LLC; Rapid Improvements LLC; CBCC 1 LLC; RCA RE Holdings LLC; JE SPE 5399 LLC; and KR3 Holdings LLC. This term also includes any account held jointly by Miriam Mizrachi with Moshe Silber (a/k/a Mark Silber) or with any other PERSON.

16. As used herein, the term "**SUBJECT ACCOUNTS**" means any and all deposit, checking, savings, money market, escrow, custodial, sweep, trust, brokerage, investment, certificate of deposit, loan, line of credit, credit card, mortgage and safe

deposit accounts maintained at YOUR institution at any time during the RELEVANT TIME PERIOD by, in the name of, for the benefit of, or over which signature, transaction or online authority was exercised by, any SUBJECT PERSON, whether held individually or jointly, directly or indirectly, or through any intermediary, nominee, trustee or agent.

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

18. As used herein, the term "**RELEVANT TIME PERIOD**" means January 1, 2018 through the present.

INSTRUCTIONS

1. These Requests call for ALL DOCUMENTS within YOUR possession, custody or control, wherever located and by whomever held.

2. Produce documents as they are kept in the ordinary course of business, organized and labelled to correspond to the Requests to which they respond.

3. Produce ELECTRONICALLY STORED INFORMATION in native format with metadata intact. Do not convert native files to PDF or other static images.

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

5. In responding, furnish all documents available to YOU, including documents in the possession of YOUR attorneys, agents, accountants, bankers, advisors and all persons acting or purporting to act on YOUR behalf, and not merely documents within YOUR direct personal knowledge.

6. If any document called for has been destroyed or discarded, identify each addressor and addressee, each indicated or blind copy, the document's date, subject matter, number of pages 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.

7. 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 a ruling on the withholding.

8. For any document withheld in whole or in part on a claim of attorney-client privilege, work product, common interest or any other privilege, provide a privilege log identifying the author, date, title and recipients of the communication, a description of its subject matter, and the legal and factual grounds relied upon, in sufficient detail to permit a determination of the claim.

9. If no documents are responsive to a particular Request, state so expressly and describe the search performed.

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

11. Preservation of Documents and ESI: YOU are requested to preserve and not alter, delete, destroy, overwrite or dispose of any documents, communications, ESI, accounting records, tax records or workpapers responsive to this subpoena, including e-mails, text messages, messaging application communications, cloud-stored documents, accounting software files, backups and associated metadata.

12. For each wire transfer or electronic funds transfer responsive to any Request, produce the complete Fedwire, CHIPS, SWIFT or ACH record, including originator, originator's financial institution, beneficiary, beneficiary's financial institution, account numbers, reference fields and IMAD/OMAD or equivalent message identifiers. Wire logs, disbursement ledgers and spreadsheets shall be produced in native format.

13. This subpoena is directed to YOU solely in YOUR capacity as a depository and financial institution. The Trustee does not contend that YOU had any role in or knowledge of the matters under investigation, and no Request should be read to suggest otherwise.

14. Notice to the account holder. Contemporaneously with the issuance of this subpoena, the Trustee has served a copy of it, together with the accompanying letter, on Paul Hollander, Esq. and Rosanne Singer, Esq. of Okin Hollander LLC, counsel to Ms. Mizrachi. Nothing in this subpoena prevents YOU from giving any notice YOU would ordinarily give a customer.

15. Search methodology. Search by name, by taxpayer identification number and by address, and search on each variant spelling of the name — Mizrachi, Mizrahi, Mizrahie and Silber — across all deposit, loan, treasury, trust, brokerage, credit card, mortgage and safe deposit systems of YOURS and of every predecessor and affiliate institution. A search limited to exact matches on a single spelling against current deposit systems is not responsive.

16. Internal transfers. For each transfer of funds between a SUBJECT ACCOUNT and any other account maintained at YOUR institution, produce the internal transfer record identifying the counterparty account number, the account title and holder, the date, the amount and any reference or memo field. A search limited to Fedwire, CHIPS, SWIFT or ACH records is not responsive, because an internal book transfer between two accounts at the same institution generates no wire message.

17. Negative responses and certification. If YOU maintain or maintained no account for a particular SUBJECT PERSON, state that expressly and describe the search performed. Produce with YOUR production a certification of custodian of records, signed under penalty of perjury by a person with knowledge, identifying the systems searched, the search terms and date ranges applied, and attesting that the documents produced are true and complete copies of records made and kept in the regular course of YOUR business.

SCHEDULE OF DOCUMENTS TO BE PRODUCED

1. Identification of Accounts: Documents sufficient to identify every SUBJECT ACCOUNT, stating for each the complete account number, the account title as carried on YOUR records, the taxpayer identification number associated with it, the account type, the branch or business unit, the date opened, the date closed if applicable, the current status, and the current or final balance.

2. Account Opening and Customer Diligence: For each SUBJECT ACCOUNT, all account opening documents, applications, signature cards, resolutions and certificates of authority, customer identification program records, beneficial ownership certifications obtained under 31 C.F.R. § 1010.230, source-of-funds and anti-money-laundering diligence, enhanced due diligence files, and copies of every identification document furnished by any signatory or beneficial owner.

3. Signature and Transaction Authority: Documents sufficient to identify every PERSON holding signature, transaction, wire origination, debit card or online banking authority over any SUBJECT ACCOUNT at any time during the RELEVANT TIME PERIOD, together with every addition, removal or change in such authority and the date of and instruction authorizing each.

4. Statements and Transaction Histories: Complete periodic statements and complete transaction histories for every SUBJECT ACCOUNT for the RELEVANT TIME PERIOD, produced in native or electronic form, without redaction and without omission of any period.

5. Items: For every SUBJECT ACCOUNT, all cancelled checks (front and back), deposit slips and all deposited items (front and back), withdrawal tickets, cashier's and official checks, debit and credit memoranda, returned item notices and overdraft records.

6. Wire and Electronic Funds Transfers: For every incoming and outgoing wire transfer and electronic funds transfer to or from any SUBJECT ACCOUNT, the complete record specified in Instruction 12, together with all wire instructions, payment orders, callback and verification records, and all supporting documentation furnished to YOU in connection with each.

7. Internal Transfers: All records of internal book transfers between any SUBJECT ACCOUNT and any other account maintained at YOUR institution, produced in accordance with Instruction 15, identifying for each the counterparty account number, the account title and holder, the date, the amount and any reference or memo field.

8. The August 2022 Deposit: All documents CONCERNING the deposit of approximately $1,000,000 into a checking account of Miriam Mizrachi in or about August 2022, including the deposited item front and back, the source of the funds, the originating institution and account, any wire or transfer advice, any currency transaction report or suspicious activity documentation created in connection with it, and all records of the subsequent disposition of those funds.

9. The 14 Enclave Owner, LLC Account: The complete account file for every account of 14 Enclave Owner, LLC, including the account opening documents, the signature card, all periodic statements, all deposited items and cancelled checks front and back, and all documents CONCERNING the source of funds used to acquire or carry the real property at 14 Enclave Boulevard, Lakewood, New Jersey.

10. Loans, Mortgages and Credit: All documents CONCERNING any loan, mortgage, home equity line, line of credit or credit card extended by YOU to or for the benefit of any SUBJECT PERSON, including the complete credit file, the application and all financial statements submitted in support of it, all appraisals, all collateral documents, and the payment and payoff history.

11. Investment and Brokerage Accounts: For every investment, brokerage, custody or advisory account of any SUBJECT PERSON, all account statements, confirmations, holdings reports and transfer records, including all documents CONCERNING any security, membership interest or other asset held in or transferred into or out of any such account.

12. Safe Deposit: All records CONCERNING any safe deposit box rented by or accessible to any SUBJECT PERSON, including the rental agreement, the identity of each authorized user, and the complete access log.

13. Transfers Between the Subject Persons and Moshe Silber: All documents CONCERNING any transfer of funds, in either direction, between any SUBJECT ACCOUNT and any account of Moshe Silber (a/k/a Mark Silber), Fredrick (Frederick) Schulman, any DEBTOR or any AFFILIATE, whether by wire, check, internal transfer or otherwise.

14. Closure and Disposition of Balances: All documents CONCERNING the closure of any SUBJECT ACCOUNT, including the instruction to close, the identity of the PERSON giving it, the disposition of the closing balance, and the receiving account and institution.

15. Other Legal Process: All other subpoenas, garnishments, levies, restraining notices, tax levies or liens, and law enforcement or regulatory process served upon YOU during the RELEVANT TIME PERIOD CONCERNING any SUBJECT PERSON or SUBJECT ACCOUNT, together with YOUR response to each.

16. Related Accounts: Documents sufficient to identify any other account at YOUR institution as to which any SUBJECT PERSON is or was named as an owner, signatory, beneficial owner, beneficiary, trustee or authorized user, and any account sharing a taxpayer identification number, address or telephone number with any SUBJECT ACCOUNT.

Exhibit D

From: Lewellyn Kamin <Lewellyn.Kamin@citynational.com>
Sent: Thursday, October 1, 2026 4:00 PM
To: rcorbi@corbilaw.com; raparisi@pbnlaw.com; wjmartin@pbnlaw.com; Paul Hollander <phollander@okinhollander.com>; Paul Hollander <phollander@okinhollander.com>
Cc: ken@kenrosenadvisors.com; azatz@whitecase.com; auren.bielskie@usdoj.gov; jeffrey.m.sponder@usdoj.gov; Ruth Schildbach <ruth.schildbach@citynational.com>
Subject: [EXTERNAL] Subpoena - CBRM Realty Inc. et al

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
Good Afternoon,

City National Bank of Florida is in receipt of the attached subpoena which we recently received. The due date on the subpoena is October 9, 2026.

We are currently in the process of reviewing our systems to see if City National Bank of Florida has any responsive documentation to the subpoena. However, I am scheduled to be out on paid time off from October 5, 2026 through October 14, 2026. We are not going to be able to fully respond to the subpoena by October 9, 2026. The correspondence we received stated that a rolling production would be acceptable. I am respectfully requesting an extension of time to fully respond to the subpoena. If we locate responsive documentation and no objections have formally made to the subpoena, we can agree to a rolling production.

I am copying counsel for all parties on this email communication. Please let me know immediately if any objections have been formally made/filed in response to this specific subpoena. I did see other Motions to Quash filed including the attached on the case docket but I'm not sure if the attached Motion pertains to this specific subpoena. Please clarify. In addition, please also let me know immediately if you are not agreeable to an extension of time. Our back office personnel can work on researching this matter while I am out of the office. I will follow up with you upon my return. I am copying my colleague, Ruth Schildbach, on this email communication as well as she will be working on this matter with me.

Please also note that City National Bank of Florida expressly reserves its rights under applicable law, including the right to assert additional objections or seek appropriate relief, as necessary.

Thank you in advance for your consideration,

Lewellyn Kamin

Vice President, Paralegal Manager
General Counsel/Legal

2701 S Le Jeune Rd, Coral Gables, Florida, 33134
Phone: 305-577-7294 / Cell: 3059871713
Fax: 305-577-5353

citynational.com / Member FDIC
Equal Housing Lender

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: BciCapital, Inc., c/o Mario Carballo, City National Bank of Florida, 2701 South Le Jeune Road, 8th Floor Coral Gables, Florida 33134

(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: SEE SCHEDULE A AND EXHIBIT 1, ATTACHED HERETO AND INCORPORATED HEREIN.

PLACE: Harry Malinowski, HBM Management Associates, 6 Elmwood Lane, Syosset, NY 11791; harry@hbmllc.net; or electronically via secure file-request link: https://www.dropbox.com/request/2rytl5v3dfbvr0em61bk	DATE AND TIME: **October 9, 2026 at 11:00 a.m. (Eastern Time)**

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: September 17, 2026

THE LAW OFFICES OF RICHARD J. CORBI PLLC

/s/ Richard J. Corbi

Attorney's signature

The name, address, email address, and telephone number of the attorney representing RLA Consulting LLC, through Daniel Kamensky, as Trustee of the Creditor Recovery Trust for CBRM Realty Inc. and Crown Capital Holdings LLC, who issues or requests this subpoena, are: Richard J. Corbi (pro hac vice), The Law Offices of Richard J. Corbi PLLC, 104 West 40th St., 4th Floor, New York, NY 10018; rcorbi@corbilaw.com; (646) 571-2033.

Notice to the person to whom this subpoena is directed: If this subpoena commands the production of documents, electronically stored information, or tangible things, a notice and a copy of this subpoena must be served on each party in this case prior to service. 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)

(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, electronically stored information, or tangible 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).

SCHEDULE A

DEFINITIONS

1. "**YOU**," "**YOUR**" and "**BCICAPITAL**" mean BciCapital, Inc., together with City National Bank of Florida and its and their parents (including Banco de Crédito e Inversiones), subsidiaries, divisions, affiliates, predecessors, successors and assigns, and each of their present and former officers, directors, employees, agents, representatives, attorneys, consultants, contractors and any other person acting on their behalf, including without limitation Craig Goldstein, Jim Crowley, Margaret Francik and Jeffrey V. Taylor.

2. **"SILBER"** means Moshe Silber, also known as Mark Silber and as Moshe Mark Silber, individually and in any capacity, together with any person acting on his behalf.

3. **"SCHULMAN"** means Fredrick Schulman, also spelled Frederick Schulman, individually and in any capacity, together with any person acting on his behalf.

4. **"MIZRACHI"** means Miriam Mizrachi, also known as Miriam Silber, individually and in any capacity.

5. **"ALLON"** means Shulamis Allon, also known as Shulamis Neuburger, and S Neuburger CPA PLLC, together with their principals, employees and agents.

6. **"RHODIUM"** means Rhodium Asset Management, Rhodium Capital Advisors LLC, Rhodium Capital Management LLC, any entity using the "Rhodium" name or the rhodiumre.com domain, and their principals, employees and agents.

7. **"THE DEBTORS"** means CBRM Realty Inc., Crown Capital Holdings LLC and each of the other debtors in the above-captioned chapter 11 cases, together with their subsidiaries and affiliates.

8. "THE TRUSTEE" means RLA Consulting LLC, through Daniel Kamensky, as Trustee of the Creditor Recovery Trust for CBRM Realty Inc. and Crown Capital Holdings LLC, established under the confirmed chapter 11 plans in the above-captioned cases.

9. **"THE PROPOSED LOAN"** means the credit facility, loan, refinancing or other extension of credit in an approximate principal amount of $21,150,000 that YOU were underwriting for, to, or for the benefit of SILBER and/or any entity affiliated with SILBER, as reflected in the DILIGENCE THREAD, together with any amended, restructured, resized, renamed, substituted or successor transaction arising from or relating to the same request for credit, whether or not it closed.

10. **"THE DILIGENCE THREAD"** means the electronic mail chain bearing the subject line "BciC Diligence Questions" (and variants thereof, including "[EXTERNAL] RE: BciC Diligence Questions"), running from on or about December 6, 2021 through on or about December 29, 2021, produced to the TRUSTEE at Bates numbers S Neuburger 134 through S Neuburger 146.

11. **"THE CREDIT FILE"** means the complete file YOU maintained concerning the PROPOSED LOAN and any related application, however denominated and wherever maintained, including without limitation origination files, credit files, underwriting files, imaging and document-management records, loan operations files, and all electronic records within any loan origination, credit, imaging, workflow or customer relationship management system.

12. **"THE GLOBAL CASH FLOW ANALYSIS"** means the analysis described by Craig Goldstein on December 6, 2021 as one in which "we combine the various related returns related to the borrower to produce a net cash flow to the borrower," together with all spreadsheets, models, tax-return spreads, worksheets, inputs, outputs, versions and supporting schedules comprising or supporting it.

13. **"THE PERSONAL FINANCIAL STATEMENT"** means any statement of personal financial condition, net worth statement, or schedule of assets and liabilities of SILBER and/or MIZRACHI furnished to or prepared by YOU, including the statement captioned "Moshe Mark Silber – As of December 31, 2020" reflecting real estate investments and a total of $223,373,222.

14. **"THE REO SCHEDULE"** means the schedule of real estate owned referred to in the DILIGENCE THREAD as the "REO spreadsheet" provided by SILBER, in each version and format in which YOU received or maintained it.

15. **"THE INCOME LETTER"** means the document referred to in the DILIGENCE THREAD as the "2020 income letter" indicating joint income of approximately $12,000,000 for 2020, and any comparable letter for any other year.

16. **"THE MM ENTITIES"** means any entity whose name includes the designation "MM," including without limitation RE Sterlingwood Apts MM LLC, RH Ascot Watertown MM LLC and Breezy Point Apts MM LLC, and any other entity serving as managing member of a property-owning entity within the RHODIUM, CBRM or Crown Capital structure.

17. **"CROWN CAPITAL"** means Crown Capital Holdings LLC and Crown Capital Partners LLC, together with their subsidiaries and affiliates.

18. **"STALLION"** means Stallion Aviation LLC and any other entity through which SILBER or any affiliate of SILBER held, financed, operated or chartered aircraft.

19. **"AIRCRAFT"** means any aircraft or airframe that was or was proposed to be collateral for, the subject of, or otherwise the reason for the PROPOSED LOAN, including without limitation any Gulfstream aircraft, and including the 2011 Gulfstream GV-SP and the 1996 Gulfstream G-IVSP acquired in or about December 2021, and any aircraft inspected or appraised at Teterboro Airport (TEB) in or about December 2021.

20. **"THE APPRAISER"** means Christopher Zarnik, Corporate Concepts International, Inc., and any other person YOU engaged or proposed to engage to appraise, inspect, value or audit any collateral for the PROPOSED LOAN.

21. **"THE SCHEDULED ENTITIES"** means the entities identified on Exhibit 1 hereto, individually and collectively. Exhibit 1 is provided to assist YOUR search and does not limit any REQUEST.

22. **"FINANCIAL ACCOUNT"** means any deposit, checking, savings, money market, escrow, custodial, sweep, brokerage, loan, line of credit, letter of credit or other account of any kind maintained by or on behalf of any person or entity.

23. **"DOCUMENT"** has the broadest meaning permitted by Fed. R. Civ. P. 34 and includes all writings, records and electronically stored information of every kind, in any medium, including drafts, non-identical copies, attachments, enclosures, metadata and native files.

24. **"COMMUNICATION"** means any transmission or exchange of information of any kind, whether oral or written, formal or informal, including electronic mail, letters, memoranda, text messages, instant messages, messages sent through WhatsApp, Signal, Microsoft Teams, Slack or any other messaging platform, voicemail, telephone calls, meetings and notes, minutes or recordings of any of the foregoing.

25. **"RELATING TO," "CONCERNING" and "REGARDING"** mean constituting, containing, embodying, reflecting, identifying, stating, referring to, dealing with, commenting upon, evidencing or in any way pertaining to the subject matter identified.

26. **"THE RELEVANT TIME PERIOD"** means January 1, 2018 through and including the date of production. Unless a REQUEST specifies otherwise, each REQUEST is limited to the RELEVANT TIME PERIOD.

27. **"REQUEST"** means a numbered document request set forth in the section captioned "Documents to be Produced" below.

INSTRUCTIONS

1. These REQUESTS call for all DOCUMENTS and COMMUNICATIONS in YOUR possession, custody or control, including those held by any affiliate, agent, contractor,

vendor or service provider on YOUR behalf, and those YOU have the legal right or practical ability to obtain.

2. Produce DOCUMENTS as they are kept in the usual course of business, or organize and label them to correspond to the numbered REQUESTS to which they are responsive.

3. Produce electronically stored information in single-page TIFF or PDF format with document-level text, together with an industry-standard load file (Concordance DAT and Opticon OPT) containing all standard metadata fields, including custodian, source, date sent, date created, date modified, author, recipients, file name, file path, file extension and hash value. Spreadsheets, databases, accounting files and models must be produced in native format with a corresponding placeholder image.

4. Produce e-mail with all attachments, and maintain and produce the parent-child relationship between each e-mail and its attachments.

5. Where a DOCUMENT exists in more than one version or draft, produce each version and draft. Non-identical copies are separate DOCUMENTS.

6. Where a REQUEST calls for a spreadsheet, model, credit spread or accounting record, produce it in native format with all formulas, tabs, hidden rows and columns, comments and revision history intact. A printed or PDF image alone is not a sufficient response.

7. Where a REQUEST calls for account statements, produce complete statements for each full statement period, not extracts, summaries or transaction listings.

8. If any DOCUMENT responsive to a REQUEST was but is no longer in YOUR possession, custody or control, identify the DOCUMENT, state what became of it, identify each person now believed to have possession of it, and identify the date and circumstances of its disposition. If it was destroyed, identify the person who authorized the destruction and the retention policy or instruction relied upon.

9. If YOU contend that any REQUEST is objectionable in part, produce all DOCUMENTS responsive to the unobjectionable portion and state with specificity the basis for the objection as to the remainder.

10. If YOU contend that no DOCUMENTS responsive to a REQUEST exist, state so expressly as to that REQUEST, and describe the search undertaken, including the systems, custodians, date ranges and search terms used.

11. These REQUESTS are continuing in nature. If YOU obtain or become aware of responsive DOCUMENTS after production, produce them promptly.

12. If any DOCUMENT is withheld or redacted on a claim of privilege or protection, produce a log identifying, for each DOCUMENT, the date, author, each recipient

(including copy recipients), the type of DOCUMENT, the general subject matter, the privilege asserted, and the basis for the assertion, in sufficient detail to permit assessment of the claim. Redacted DOCUMENTS must be produced with the redactions clearly marked.

13. The production shall be accompanied by a written certification of a custodian of records satisfying Fed. R. Evid. 902(11), identifying the systems and repositories searched, the custodians whose files were searched, the date ranges applied, the search terms or other methodology used, and the date of the search and the identity of the person who conducted it.

14. The singular includes the plural and the plural the singular; "and" and "or" are construed conjunctively or disjunctively, whichever makes the REQUEST more inclusive; and the present tense includes the past tense and vice versa.

15. To the extent any DOCUMENT is subject to a confidentiality obligation, YOU may designate it "Confidential," and the TRUSTEE will treat it accordingly pending entry of a protective order. A confidentiality obligation is not a basis for withholding production.

16. To the extent YOU contend that the Gramm-Leach-Bliley Act, the Right to Financial Privacy Act, or any comparable statute or regulation restricts production, note that this subpoena is issued by order of court under Fed. R. Bankr. P. 2004 and Fed. R. Civ. P. 45 and that the TRUSTEE is the successor to the interests of the Debtors. If YOU nonetheless contend that notice to any customer is required, give that notice promptly and advise the undersigned of the date on which it was given, rather than withholding production without explanation.

17. The TRUSTEE invites a meet-and-confer conference in advance of the return date regarding the scope, sequencing, prioritization and format of production, and will consider in good faith any proposal for rolling production or for reasonable narrowing of any REQUEST.

DOCUMENTS TO BE PRODUCED

A. The Proposed Loan and the Credit File

1. THE CREDIT FILE in its entirety, including all DOCUMENTS and COMMUNICATIONS constituting, contained in, or removed from it.

2. All applications, term sheets, proposal letters, indications of interest, award letters, commitment letters, fee letters, expense-deposit agreements, engagement letters and mandate letters RELATING TO the PROPOSED LOAN, in each draft and executed version.

3. All DOCUMENTS identifying the proposed borrower, co-borrower, obligor, guarantor and any other credit party for the PROPOSED LOAN, and all DOCUMENTS reflecting any change in the identity of any of them.

4. All DOCUMENTS RELATING TO the purpose and use of proceeds of the PROPOSED LOAN, including any sources-and-uses statement, and all DOCUMENTS RELATING TO the "refinance" referred to by Jim Crowley on December 13, 2021.

5. All DOCUMENTS reflecting the pricing, structure, tenor, amortization, advance rate, loan-to-value and covenants proposed for the PROPOSED LOAN.

6. All DOCUMENTS sufficient to show the disposition of the PROPOSED LOAN, including whether it closed, was declined, was withdrawn, expired, was restructured or was transferred to any other lender or institution, and the date and reason for that disposition.

7. If the PROPOSED LOAN closed, all closing DOCUMENTS, including notes, loan agreements, security agreements, mortgages, deeds of trust, aircraft security agreements, FAA or International Registry filings, UCC financing statements, guaranties, closing and disbursement statements, funding memoranda, wire instructions and wire confirmations, and all DOCUMENTS RELATING TO the subsequent performance, modification, default, enforcement, payoff or write-off of the facility.

8. All internal transaction, pipeline, deal-tracking or reporting records RELATING TO the PROPOSED LOAN, including any entry describing the transaction as "high priority," any record of transactions "shifted into January to accommodate this refinance," and any record of the transaction being reassigned, closed out or coded as declined or withdrawn.

B. Materials Furnished by or on Behalf of Silber, Allon and Their Affiliates

9. All DOCUMENTS furnished to YOU by or on behalf of SILBER, ALLON, RHODIUM, THE DEBTORS or any of the SCHEDULED ENTITIES RELATING TO the PROPOSED LOAN, in the form in which YOU received them, together with the transmittal COMMUNICATION for each.

10. All federal, state and local income tax returns, in each case with all schedules, statements, attachments and Schedules K-1, furnished to YOU for SILBER individually or jointly, for THE DEBTORS, and for any of the SCHEDULED ENTITIES, for any tax year, including all draft, unsigned and superseded versions and all versions marked or described as "finalized."

11. The eight complete tax returns uploaded to YOUR ShareFile site on or about December 13, 2021 and identified in the DILIGENCE THREAD as "Complete Return for RH219SAR.pdf," "Complete Return for RH243WES.pdf," "Complete Return for RH507-

51.pdf," "Complete Return for RH532-53.pdf," "Complete Return for RH608-61.pdf," "Complete Return for RH608WEA.pdf," "Complete Return for RH22BRAD.pdf" and "Complete Return for RH100WES.pdf," together with the complete contents of the ShareFile site or folder to which they were uploaded and all access, upload and download logs for that site or folder.

12. Both versions of the 2019 tax return for JM Realty Advisors referred to in the DILIGENCE THREAD — the version reflecting approximately $20,000,000 of distributions and the version reflecting approximately $4,000,000 of distributions — together with all COMMUNICATIONS RELATING TO which version was final and why the two differ.

13. All audited, reviewed, compiled, consolidated, consolidating, internal or draft financial statements furnished to YOU for THE DEBTORS or any of the SCHEDULED ENTITIES, for any period, including the CBRM Realty audits for 2019 and 2020 and any year-to-date 2021 financial information, together with all auditor reports, management representation letters, footnotes and supporting schedules furnished with them.

14. THE PERSONAL FINANCIAL STATEMENT, in each version YOU received or prepared, together with all supporting schedules, the complete property-by-property schedule underlying the total of $223,373,222, and all DOCUMENTS RELATING TO YOUR verification of any item in it.

15. THE REO SCHEDULE, in each version and in native format, together with all COMMUNICATIONS RELATING TO it, including the debt repayment terms Craig Goldstein requested on December 10, 2021 and any response.

16. THE INCOME LETTER and all DOCUMENTS and COMMUNICATIONS RELATING TO it, including any explanation of the relationship between the joint income of approximately $12,000,000 reported for 2020 and the approximately $18,000,000 of distributions reflected on the Schedules K-1 in YOUR possession, of which approximately $13,600,000 was attributed to JM Advisors and approximately $1,400,000 to RH New Orleans Holdings.

17. The "CBRM Income Spreadsheet" reproduced in the DILIGENCE THREAD reflecting CBRM P&L of $(46,514,051), CBRM Depreciation and Amortization of $61,975,197 and CBRM EBDA of $14,894,575, in native format, together with all COMMUNICATIONS RELATING TO the discrepancy between that spreadsheet and the CBRM 2020 audit.

18. All bank statements, bank references, deposit-account verifications, brokerage statements, debt schedules, rent rolls, operating statements, mortgage documents,

appraisals and insurance certificates furnished to YOU by or on behalf of SILBER or any of the SCHEDULED ENTITIES.

19. All DOCUMENTS RELATING TO the bank reference or "Real Estate Lender reference" requested by Craig Goldstein on December 7, 2021, including the reference itself, the identity of the institution and individual providing it, and any notes of any conversation with them.

20. All organizational charts, entity lists, property lists, management biographies, company overviews and histories furnished to YOU concerning RHODIUM, JM Realty, CBRM, Rapid Services LLC, CROWN CAPITAL or any of the SCHEDULED ENTITIES, and all COMMUNICATIONS RELATING TO the request for that information made on December 6, 2021 and any response to it.

C. Underwriting, Analysis and Internal Work Product

21. THE GLOBAL CASH FLOW ANALYSIS, in each version and in native format, including all tax-return spreads, adjustments, add-backs, eliminations, assumptions and supporting workpapers.

22. All credit memoranda, credit approval memoranda, investment theses, underwriting narratives, risk-rating worksheets, scoring models, term sheets and recommendations prepared RELATING TO the PROPOSED LOAN, including the "investment thesis" referred to by Jim Crowley on December 13, 2021 as required to reach "our senior approver by Friday," in each draft and final version.

23. All minutes, agendas, presentation materials, voting records, approval records, conditions of approval and declination records of any credit committee, loan committee, investment committee or approval authority that considered the PROPOSED LOAN, and all DOCUMENTS identifying the "senior approver" referred to on December 13, 2021.

24. All notes, memoranda, call reports, summaries and recordings of any telephone call, videoconference or meeting concerning the PROPOSED LOAN, including the calls scheduled or held on or about December 6, December 13, December 15, December 16 and December 30, 2021, and the call Jim Crowley stated on December 29, 2021 that he would place to SILBER "directly tomorrow."

25. All DOCUMENTS reflecting YOUR analysis of, or conclusions concerning, the accuracy, completeness, consistency or reliability of any financial information furnished by SILBER or ALLON, including any internal discussion of returns "still in draft form or unsigned," of the two conflicting 2019 JM Realty returns, of the fluctuation in CBRM gross receipts from approximately $8,000,000 in 2018 to approximately $24,000,000 in 2019 to approximately $400,000 in 2020, of the $75,000,000 of contributions reflected in the 2019 CBRM audit, of the $25,000,000 of distributions reflected in the 2020 CBRM

audit, or of the mismatch between the CBRM 2020 audit EBDA and the spreadsheet furnished by SILBER.

26. All DOCUMENTS reflecting any concern, escalation, exception, waiver, red flag, negative finding or adverse observation RELATING TO SILBER, ALLON, RHODIUM, THE DEBTORS or any of the SCHEDULED ENTITIES, and all DOCUMENTS reflecting the resolution or disposition of any of them.

27. All background checks, litigation searches, lien and judgment searches, OFAC and sanctions screening, adverse media searches, credit bureau reports and reference checks obtained RELATING TO SILBER, MIZRACHI, SCHULMAN or any of the SCHEDULED ENTITIES.

28. All DOCUMENTS reflecting YOUR contemporaneous understanding of the answers given to the diligence questions posed on December 6, 7 and 10, 2021, including any written answers received after December 29, 2021.

D. Ownership, Organizational Structure and the MM Entities

29. All DOCUMENTS and COMMUNICATIONS RELATING TO the question posed by Craig Goldstein on December 10, 2021 whether "all relevant 'MM' entities . . . Crown Capital Partners LLC, Crown Capital Holdings LLC are all owned 100% by CBRM in the end," and whether distributions made out of the property-level companies to those entities were being distributed up to CBRM, including any answer, confirmation, correction or supporting documentation received.

30. All DOCUMENTS and COMMUNICATIONS RELATING TO YOUR observation that the MM ENTITIES and CROWN CAPITAL appeared to be disregarded entities but were "not clicked as such in the K-1's," including the Schedule K-1 for Breezy Point Apts MM LLC reproduced in the DILIGENCE THREAD, on which the partner type is reported as "INDIVIDUAL," and any answer or explanation received.

31. All DOCUMENTS reflecting the ownership, membership, beneficial ownership, control or management of THE DEBTORS, CROWN CAPITAL, the MM ENTITIES or any of the SCHEDULED ENTITIES, including any ownership percentage, capitalization table, operating agreement, organizational chart or beneficial-ownership certification furnished to or prepared by YOU.

32. All beneficial ownership certifications obtained under 31 C.F.R. § 1010.230, and all supporting DOCUMENTS, RELATING TO SILBER or any of the SCHEDULED ENTITIES, together with all DOCUMENTS reflecting YOUR verification of the persons identified.

33. All DOCUMENTS and COMMUNICATIONS RELATING TO the entities Craig Goldstein identified on December 10, 2021 as potentially missing Schedules K-1 or as requiring confirmation of where they were held — 11 Brook Street LLC, 14 S Myrtle LLC, 16 S Myrtle LLC, 27 Lime Kiln LLC and 97 Gurnee Ave LLC — and any answer received.

34. All DOCUMENTS and COMMUNICATIONS RELATING TO Wakefield Realty Group LLC, its renaming as JM Realty, JM Realty Advisors, JM Realty Holdings, JM Advisors, FSA Realty Services, RH New Orleans Holdings and Rapid Services LLC, including the relationship of each to THE DEBTORS and to SILBER.

35. All DOCUMENTS and COMMUNICATIONS RELATING TO YOUR observation that "CBRM does not seem to have distributed money to [SILBER] since 2018 and the remaining entities all distribute up to holding companies (many within CBRM)," including any answer or explanation received, and all DOCUMENTS RELATING TO the statement that money had been distributed from JM Realty Holdings to SILBER.

E. Guaranties, Pledges and Other Credit Support

36. All guaranties, indemnities, pledges, keep-well agreements, comfort letters, subordination agreements and other credit support furnished or proposed RELATING TO the PROPOSED LOAN, in each draft and executed version.

37. All DOCUMENTS RELATING TO the identity of each proposed guarantor and each proposed pledgor, and to YOUR analysis of the financial capacity of each.

38. All DOCUMENTS RELATING TO any proposed pledge of equity interests in THE DEBTORS, CROWN CAPITAL, the MM ENTITIES or any of the SCHEDULED ENTITIES, and all DOCUMENTS reflecting whether any such pledge was permitted by, or would have violated, any then-existing loan, organizational or regulatory document.

39. The "template for the agreement that we discussed" referred to by Craig Goldstein on December 7, 2021, together with all COMMUNICATIONS RELATING TO it and any executed version.

F. Collateral, Appraisal and Inspection

40. All DOCUMENTS RELATING TO the identification, description and ownership of each asset proposed as collateral for the PROPOSED LOAN, including any AIRCRAFT, together with all DOCUMENTS reflecting registration numbers, serial numbers, make, model and year.

41. All appraisals, valuations, desktop valuations, opinions of value, price guides, comparable-sale analyses, inspection reports, technical or records audits, and drafts of

any of the foregoing, obtained or commissioned RELATING TO the PROPOSED LOAN, whether or not completed and whether or not paid for.

42. All DOCUMENTS and COMMUNICATIONS with THE APPRAISER, including all engagement letters, scopes of work, invoices, correspondence, scheduling COMMUNICATIONS, field notes, photographs and reports.

43. All DOCUMENTS and COMMUNICATIONS RELATING TO the inspection or appraisal referred to by Jim Crowley on December 13, 2021, in which "Israel responded to our appraiser (Chris Zarnik) saying Wednesday at TEB may work," including all DOCUMENTS sufficient to identify the individual referred to as "Israel," the asset to be inspected, the location of the inspection, and whether the inspection occurred.

44. All DOCUMENTS RELATING TO title, ownership, registration, lien and encumbrance searches concerning any proposed collateral, including any Federal Aviation Administration registry search, International Registry search, escrow instruction, or title report, and all COMMUNICATIONS with any title or escrow agent, including Insured Aircraft Title Service.

45. All DOCUMENTS RELATING TO the intended ownership, operation, management, chartering or use of any AIRCRAFT, including any management agreement, charter agreement, operating agreement, insurance certificate or representation concerning business versus personal use.

46. All DOCUMENTS RELATING TO any purchase agreement, letter of intent, deposit, escrow or seller for any AIRCRAFT, and all DOCUMENTS RELATING TO the source of any equity, deposit or down payment.

47. All DOCUMENTS and COMMUNICATIONS RELATING TO STALLION, including any account, application, credit facility, financial statement or representation concerning it, and all DOCUMENTS RELATING TO whether the PROPOSED LOAN was to be made to, guaranteed by, or secured by assets of STALLION.

G. Communications

48. All COMMUNICATIONS between YOU and SILBER, in any medium, including electronic mail, text messages and messages sent through any messaging application, together with all attachments.

49. All COMMUNICATIONS between YOU and ALLON, RHODIUM, THE DEBTORS or any of the SCHEDULED ENTITIES, together with all attachments.

50. The complete DILIGENCE THREAD as maintained in YOUR systems, including all messages, branches, attachments, recipients and copy recipients, and including any message not appearing in the version produced to the TRUSTEE.

51. All internal COMMUNICATIONS among YOUR personnel RELATING TO the PROPOSED LOAN, SILBER, ALLON, RHODIUM, THE DEBTORS or any of the SCHEDULED ENTITIES.

52. All COMMUNICATIONS between YOU and any third party RELATING TO SILBER or the PROPOSED LOAN, including any broker, intermediary, finder, referral source, correspondent, participant, co-lender, appraiser, insurer, title or escrow agent, accountant, attorney or other institution, and all DOCUMENTS sufficient to identify any person who introduced or referred the transaction to YOU and any fee paid to that person.

53. All calendars, calendar entries, meeting invitations, travel records and expense records of YOUR personnel RELATING TO SILBER or the PROPOSED LOAN.

H. Accounts, Know-Your-Customer Materials, Other Dealings and Adverse Action

54. All DOCUMENTS RELATING TO any other application, inquiry, transaction, credit facility, lease or FINANCIAL ACCOUNT, whether or not consummated, involving SILBER, MIZRACHI, SCHULMAN, RHODIUM, THE DEBTORS or any of the SCHEDULED ENTITIES, at any time during the RELEVANT TIME PERIOD.

55. All DOCUMENTS sufficient to identify each FINANCIAL ACCOUNT maintained by YOU for SILBER, MIZRACHI, SCHULMAN, THE DEBTORS or any of the SCHEDULED ENTITIES, including account title, number, signatories, authorized users, opening and closing dates, and all account opening documentation.

56. For each FINANCIAL ACCOUNT identified in response to REQUEST 55, complete monthly statements for the RELEVANT TIME PERIOD, together with all deposit items, checks, wire transfer records (including originator and beneficiary information and any OBI, reference or memo field), and internal transfer records.

57. All know-your-customer, customer identification program, customer due diligence and enhanced due diligence files RELATING TO SILBER, MIZRACHI, SCHULMAN, THE DEBTORS or any of the SCHEDULED ENTITIES, excluding any suspicious activity report and any DOCUMENT that would reveal the existence of one.

58. All DOCUMENTS RELATING TO any adverse action, declination or termination of a relationship RELATING TO SILBER or any of the SCHEDULED ENTITIES, including any adverse action notice and the internal record of the reason for it.

59. All DOCUMENTS RELATING TO any subpoena, civil investigative demand, grand jury subpoena, regulatory inquiry, litigation hold or governmental request YOU have received RELATING TO SILBER, SCHULMAN, THE DEBTORS or any of the SCHEDULED ENTITIES, and all DOCUMENTS reflecting YOUR response, excluding any DOCUMENT the disclosure of which is prohibited by law.

60. YOUR document retention and destruction policies in effect at any time during the RELEVANT TIME PERIOD as applied to credit files, electronic mail, messaging applications, and file-transfer sites including ShareFile, together with all DOCUMENTS sufficient to show whether any material RELATING TO the PROPOSED LOAN has been deleted, purged, archived or migrated, and when.

EXHIBIT 1

THE SCHEDULED ENTITIES

The following entities are identified by name in the DILIGENCE THREAD or in materials furnished in connection with the PROPOSED LOAN. This list is provided to assist YOUR search. It is not exhaustive and does not limit any REQUEST.

Debtor and holding entities

- CBRM Realty Inc.
- Crown Capital Holdings LLC
- Crown Capital Partners LLC
- RH New Orleans Holdings LLC

Rhodium and management entities

- Rhodium Asset Management
- Rhodium Capital Advisors LLC
- Rhodium Capital Management LLC
- Rapid Services LLC
- Stallion Aviation LLC

JM / Wakefield / FSA entities

- JM Realty Advisors LLC
- JM Realty Holdings LLC
- JM Advisors
- Wakefield Realty Group LLC (renamed JM Realty)
- FSA Realty Services LLC

"MM" managing-member entities

- Breezy Point Apts MM LLC (46 Main Street, Suite 339, Monsey, New York 10952)
- RE Sterlingwood Apts MM LLC
- RH Ascot Watertown MM LLC
- Any other entity whose name includes the designation "MM"

Property-level entities identified in the diligence correspondence

- RH 100 West 143 Street LLC

- RH 118 West 137 Street LLC
- RH 150 West 140 Street LLC
- RH 200-219 West 145 Street LLC
- RH 210 West 133 Street LLC
- RH 912 Saratoga Ave LLC
- RH 22 Bradhurst Ave LLC
- RH 243 West 135 Street LLC
- RH 507-517 West 171 Street LLC
- RH 532-536 West 143 Street LLC
- RH 608-614 West 189 Street LLC
- RH 608 West 191 Street LLC
- RH 515 West 156 Street LLC
- RE Sterlingwood Apts LLC
- RH Ascot Watertown LLC
- Onyx at 600 Apts LLC (Onyx at 600 Apts, Birmingham, Alabama)
- New Horizon Apts LLC (New Horizon Apts, Memphis, Tennessee)

Entities identified on December 10, 2021 as potentially missing Schedules K-1

- 11 Brook Street LLC
- 14 S Myrtle LLC
- 16 S Myrtle LLC
- 27 Lime Kiln LLC
- 97 Gurnee Ave LLC

Individuals

- Moshe Silber, a/k/a Mark Silber, a/k/a Moshe Mark Silber
- Miriam Mizrachi, a/k/a Miriam Silber
- Fredrick (Frederick) Schulman
- Shulamis Allon, a/k/a Shulamis Neuburger, and S Neuburger CPA PLLC

Exhibit E

The Law Offices of Richard J. Corbi PLLC

104 West 40th Street, 4th Floor

New York, NY 10018

June 8, 2026

VIA E-MAIL

Honorable Michael B. Kaplan
United States Bankruptcy Court
District of New Jersey
Clarkson S. Fisher U.S. Courthouse
402 East State Street
Trenton, NJ 08608

Re: ***In re CBRM Realty Inc., et al.*, Case No. 25-15343 (MBK) (Bankr. D.N.J.);**
***In re Silber*, Case No. 25-21650 (MBK) (Bankr. D.N.J.);**
***Benzer v. Silber, et al.*, Adv. Pro. No. 26-01178 (MBK) (Bankr. D.N.J.)**

Dear Judge Kaplan:

This firm serves as counsel to RLA Consulting LLC, in its capacity as Creditor Recovery Trustee (the "**Creditor Recovery Trustee**" or "**RLA**") in the above-referenced Chapter 11 cases of CBRM Realty, Inc. and its affiliated debtors and debtors-in-possession (collectively, the "**Debtors**") pending in the Bankruptcy Court for the District of New Jersey (the "**Court**").

I write to the Court in connection with the proposed *Stipulation and Consent Order* filed on June 5, 2026 in the above-referenced adversary proceeding. At a hearing held on May 13, 2026, the Chapter 7 Trustee withdrew the *Order to Show Cause* and on May 14, 2026, the Court entered an *Order vacating the Order to Show Cause* [ECF No. 29 in the Adversary Proceeding]. During the hearing on May 13, 2026, the Creditor Recovery Trustee informed the Court that it would seek to intervene in the Adversary Proceeding and file a cross-claim for an interpleader of the proceeds of the sale of Vecta, Inc.

As set forth in the *Reply of RLA Consulting LLC, in its capacity as the Trustee of the Creditor Recovery Trust for In re CBRM Realty, Inc. and In re Crown Capital Holdings LLC to the Order to Show Cause* [ECF No. 28 in the Adversary Proceeding] asserting its interest in Vecta, Inc., the Creditor Recovery Trustee has identified that on or about May 27, 2022, the Chapter 7 Debtor caused at least $14.1 million to be distributed by the Debtors directly to Computershare to purchase shares of Sunnyside Bancorp and that on or about June 29, 2022, the Debtor caused at least $4.5 million to be distributed by CBRM directly to Vecta Bank as a capital contribution.

Accordingly, the Creditor Recovery Trustee believes there are substantial grounds to contend that the interests in Vecta, Inc. may constitute property of the CBRM estates, rather than property of the Chapter 7 Debtor's estate.

The Creditors Recovery Trustee has prepared a motion to intervene and an interpleader complaint to file in the adversary proceeding, however, once the *Stipulation and Consent Order* was filed, the Creditor Recovery Trustee contacted the parties to request certain revisions to the order, including being added as a notice party. A true and correct copy of the Creditor Recovery Trustee's proposed order is attached hereto as **Exhibit A**.

The Chapter 7 Trustee and counsel for Miriam Mizrachi have objected to the Creditor Recovery Trustee's proposed revisions to the Stipulation and Consent Order. As a result, RLA files this limited objection and respectfully requests that the Court enter the Creditor Recovery Trustee's proposed form of order.

We thank the Court for its consideration of this matter.

Respectfully Submitted,

/s/ Richard J. Corbi

Richard J. Corbi

cc: Daniel M. Stolz, Esq. (DStolz@genovaburns.com)
Jaclynn McDonnell, Esq. (jmcdonnell@genovaburns.com)
Daniel B. Kamensky, Esq. (dan@rla-pc.com)
Warren J. Martin Jr., Esq. (WJMartin@pbnlaw.com)
Paul S. Hollander, Esq. (phollander@okinhollander.com)
Douglas A. Stevinson, Esq. (dstevinson@windelsmarx.com)

Exhibit F

The Law Offices of Richard J. Corbi PLLC

104 West 40th Street, 4th Floor

New York, NY 10018

August 20, 2026

Via Electronic Mail and Overnight Mail

Paul Hollander, Esq.
Rosanne Singer, Esq.
Okin Hollander LLC
500 Frank W. Burr Blvd., Suite 40
Teaneck, NJ 07666
Email: phollander@okinhollander.com

Counsel to Ms. Miriam Mizrachi

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

Dear Paul:

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**"). Enclosed is a subpoena to your client, Ms. Miriam Mizrachi, issued pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure. It is served on you as her counsel of record.

This is the first subpoena the CBRM Creditor Recovery Trustee has issued to Ms. Mizrachi or concerning her records. I am aware of the objection you made at Mr. Silber's examination that earlier third-party subpoenas touching her records — issued in the chapter 7 case, not by this Trustee — were not served on her or on you. Whatever the merits of that objection, this Trustee has no interest in giving you the same complaint. The subpoena is served on you directly; a copy is being served contemporaneously on the chapter 7 trustee of Mr. Silber's estate; and the subpoena issued the same day to JPMorgan Chase Bank, N.A. recites at Instruction 14 that a copy has been served on you, and encloses one.

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

[1] ECF No. 1.

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.

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 Trustee's Investigation

As the Trustee stated to the Court in his reply to the Order to Show Cause in the adversary proceeding, filed May 12, 2026 [Adv. Pro. No. 26-01178, Doc. No. 28], since his appointment on November 12, 2025 the Trustee has undertaken a substantial investigation into potential claims and causes of action belonging to the CBRM estates. Given Mr. Silber's lack of cooperation with the CBRM Debtors, the Trustee has issued demand letters to former professionals and employees of the CBRM Debtors and has served Rule 2004 subpoenas upon multiple financial institutions and the CBRM Debtors' accounting firms to reconstruct CBRM's books and records. To date, the Trustee has received and continues to analyze thousands of pages of documents produced on a rolling basis. That investigation has focused, among other things, on analyzing transfers involving the CBRM Debtors and third parties.

C. The Vecta Interests

As set out in the Trustee's reply to the Order to Show Cause, on or about May 27, 2022, the Debtor caused at least $14.1 million to be distributed directly by CBRM to Computershare to purchase shares of Sunnyside Bancorp. On or about June 29, 2022, the Debtor caused at least $4.5 million to be distributed by CBRM directly to Vecta Bank as a capital contribution on behalf of CBRM. Together with related payments, at least $18,601,044.50 of CBRM Realty, Inc. funds was applied to the acquisition and capitalization of the bank.

No consideration moving from Vecta Partners, LLC, from Mr. Silber, or from Ms. Mizrachi to CBRM Realty, Inc. for those funds has been identified.

---

[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.
[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).

In his bankruptcy schedules the Debtor disclosed only a purported 5% indirect ownership interest in Vecta Bank, which he valued at approximately $500,000. At his section 341 meeting held on March 30, 2026, however, the Debtor testified that he had transferred 95% of his indirect ownership interest in Vecta Bank to his spouse, Ms. Mizrachi.

That testimony is consistent with the purported documentary record already before the Court in the chapter 7 case. By an agreement effective as of February 2, 2023, Mr. Silber purported to transfer a portion of that ownership to Ms. Mizrachi, in an agreement in which he is recorded as representing that he was in dire financial difficulties and which refers to the Department of Justice action.

The Trustee understands that Ms. Mizrachi claims ownership of the transferred interests by reason of that agreement, of the Voting Trust of which Nicholas Frungillo, Jr. is trustee, or of some other instrument. The Trustee does not know the terms on which that claim rests, what consideration she is said to have given, or what has since become of the interests. Those are among the principal subjects of the enclosed subpoena.

On these facts, CBRM Realty paid at least $18,601,044.50 and no consideration flowing back to it has been identified. Based upon the investigation conducted to date, the Trustee believes there are substantial grounds to contend that those transfers are avoidable under 11 U.S.C. § 544(b) and applicable New Jersey law, and that the interests acquired with them, or their value, are recoverable from Ms. Mizrachi as a subsequent transferee under 11 U.S.C. § 550(a)(2). In the alternative, the Trustee believes there are substantial grounds to contend that the interests in Vecta, Inc. are property of the CBRM estates rather than property of the Debtor's chapter 7 estate, and are subject to turnover under 11 U.S.C. § 542. The Trustee pleads these theories in the alternative and reserves all rights, claims and remedies.

D. <u>Other Matters Within the Subpoena</u>

Three further matters of record bring Ms. Mizrachi's documents within Rule 2004, which permits examination into any matter that may affect the administration of the estates:

- Tax returns report distributions to Mr. Silber of $30,207,653 for 2021 and $64,365,005 for 2022, together with an increase in loans to shareholder of approximately $91.96 million across the same two years.
- A Schedule K-1 issued by Rapid Services LLC to Ms. Mizrachi has been produced to the Trustee by CBRM's accountants. Rapid Services is one of a group of contractor entities that billed the Debtors' properties, and the Trustee is examining those billings.
- Records already of record show a deposit of approximately $1,000,000 into Ms. Mizrachi's checking account in August 2022, and an interest held by her in real property at 14 Enclave Boulevard, Lakewood, New Jersey.

The subpoena commands the production of documents only. No deposition is noticed by it, and Instruction 13 says so on its face. If your client wishes to resolve any category by a signed written statement rather than a production, the Trustee will consider it.

E. Timing

The subpoena is returnable September 4, 2026. A rolling production is acceptable, and the Trustee is willing to discuss scope, sequencing and format before your client begins. If there are categories your client does not hold, saying so in writing with a description of the search performed is a complete answer as to those categories. I would rather agree a workable schedule with you now than litigate one later.

F. Coordination and Confidentiality

A copy of this letter and the subpoena is being served on Karen Bezner, the chapter 7 trustee of Mr. Silber's estate, and on Arthur Abramowitz, as conflicts counsel. As set out above, the Trustee's position is that the Vecta and Sunnyside interests were acquired with CBRM Realty, Inc. funds and may be property of the CBRM estates rather than of the chapter 7 estate. That is a question between the fiduciaries, and the Trustee would rather resolve it with them than have your client caught between two estates. Nothing in this subpoena asks Ms. Mizrachi to take a position on it.

The Trustee will treat what is produced as confidential and will use it solely for the administration of these estates. If you would like a confidentiality stipulation or protective order in place first, send me your preferred form and I will execute it.

Please call me if it would be easier to work this out on the telephone. I am glad to do that today or tomorrow.

G. Litigation Hold Notice

The Trustee also demands that Ms. Mizrachi and her agents, accountants, advisors and representatives preserve any and all documents, data, property, 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.

"**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 by Ms. Mizrachi and her agents, accountants, advisors and representatives.

"**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, PDAs, Blackberry devices, smartphones, 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, Ms. Mizrachi and her agents, accountants, advisors and representatives 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 Ms. Mizrachi and her agents, accountants, advisors and representatives are to take the necessary steps required to avoid destruction of such evidence.

H. Conclusion

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 relating to these matters. The specific categories of documents and information requested are set forth in **Exhibit A** attached to the 2004 Subpoena.

The 2004 Subpoena is returnable on **September 4, 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*.

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

Exhibit G

UNITED STATES BANKRUPTCY COURT **DISTRICT OF NEW JERSEY** Caption in Compliance with D.N.J. LBR 9004-2(c)	
GENOVA BURNS LLC 110 Allen Road, Suite 304 Basking Ridge, NJ 07920 Phone: (973) 467-2700 *Counsel for Karen E. Bezner, Chapter 7 Trustee* **DANIEL M. STOLZ, ESQ.** dstolz@genovaburns.com	
In re: MOSHE SILBER, Debtor.	Case No.: 25-21650 Chapter 7 Hon. Michael B. Kaplan
KAREN E. BEZNER, CHAPTER 7 TRUSTEE, Plaintiff, v. MOSHE a/k/a MARK SILBER, MIRIAM MIZRACHI, and NICHOLAS FRUNGILLO, JR., TRUSTEE, Defendants.	Adv. Pro. No.: 26-01178-MBK

STIPULATION AND CONSENT ORDER

The relief set forth on the following pages, numbered two (2) through twelve (12), is hereby **ORDERED**.

WHEREAS, on June 1, 2022, Vecta Partners LLC ("Vecta Partners"), then wholly owned by Moshe Silber (the "Debtor"), acquired Vecta, Inc., the holding company and parent of Sunnyside Federal Savings and Loan Association of Irvington ("Sunnyside"); and

WHEREAS, defendant Miriam Mizrachi ("Mizrachi") alleges that by agreement dated as of January 2, 2023, she acquired a 49% membership interest classified as Class B non-voting units in Vecta Partners; and

WHEREAS, Mizrachi alleges that by agreement dated as of August 1, 2023, she acquired an additional 46% membership interest classified as Class B non-voting units, for a total of 95% of the interests in Vecta Partners; and

WHEREAS, following the Debtor's guilty plea to conspiracy to commit wire fraud affecting a financial institution, the Federal Reserve advised the Debtor that he could not maintain an ownership interest, whether directly or indirectly, in Vecta, Inc. or Sunnyside; and

WHEREAS, Vecta Partners' ownership interests in Vecta, Inc. were thereafter placed into a voting trust pursuant to a Voting Trust Agreement (the "VTA") dated as of June 17, 2025, with Nicholas A. Frungillo, Jr. serving as voting trustee (the "Voting Trustee"); and

WHEREAS, on September 19, 2025 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 7 of title 11 of the United States Code (the "Case"); and

WHEREAS, on November 3, 2025, Karen E. Bezner was appointed as the chapter 7 Trustee (the "Trustee") in the Case [ECF No. 21 in the Case]; and

WHEREAS, the Trustee has been informed and acknowledges that the VTA was approved by the Federal Reserve; and

WHEREAS, the Trustee has also been provided with a Trustee Services Agreement dated as of June 17, 2025, governing compensation payable to the Voting Trustee and his

counsel in connection with the management and proposed sale of the ownership interests in Vecta, Inc., and/or the assets of Sunnyside; and

WHEREAS, on December 5, 2025, the Trustee filed an application to retain her law firm as counsel to the Trustee [ECF No. 29 in the Case], which was approved by the Court pursuant to an Order dated December 15, 2025 [ECF No. 32 in the Case]; and

WHEREAS, on December 17, 2025, the Trustee filed an application to retain Genova Burns LLC as special counsel to the Trustee [ECF No. 33 in the Case], which was approved by the Court pursuant to an Order dated December 30, 2025 [ECF No. 43 in the Case]; and

WHEREAS, on February 13, 2026, Porzio, Bromberg & Newman substituted in as Counsel to the Debtor (*see* ECF No. 63 in the Case); and

WHEREAS, on March 17, 2026, the Debtor filed amended schedules and a statement of financial affairs (*see* ECF No. 83 in the Case) (collectively, the "Schedules"), which disclosed the Debtor's 5% ownership interest in Vecta Partners valued at $500,000.00; and

WHEREAS, during the Debtor's examination pursuant to section 341(a) of the Bankruptcy Code, the Debtor testified that he had transferred the remaining 95% Class B (non-voting) membership interests in Vecta Partners to his wife, Mizrachi; and

WHEREAS, on April 10, 2026, the Trustee commenced the above-captioned adversary proceeding (the "Adversary Proceeding") by filing a complaint (the "Complaint") seeking injunctive and related relief against the Debtor, Mizrachi, and the Voting Trustee (collectively referred to herein as the "Defendants") [ECF Nos. 1 and 4 in the Adversary Proceeding]; and

WHEREAS, on April 22, 2026, the Court entered an Order to Show Cause directing the Defendants to show cause why the requested relief should not be granted and why a preliminary

injunction should not issue (the "Order to Show Cause") [ECF No. 9 in the Adversary Proceeding]; and

WHEREAS, on May 6, 2026, the Voting Trustee filed a *Response to Order to Show Cause and Brief in Support of Cross-Motion for Declaratory Judgment, Confirming that Neither Vecta Inc. Nor Sunnyside Federal Savings and Loan Association of Irvington, an Insured Depository Institution Under 11 U.S.C. §1818 is Property of the Debtor's Bankruptcy Estate Under 11 U.S.C. §541* (the "Cross-Motion") [ECF No. 17 in the Adversary Proceeding]; and

WHEREAS, on May 7, 2026, the Trustee filed the *Declaration in Further Support for Continuation of Restraints and For Other Relief* [ECF No. 18 in the Adversary Proceeding]; and

WHEREAS, on May 7, 2026, the Debtor filed the *Debtor's (I) Opposition to Order to Show Cause, and (II) Request for Related Relief* (the "Debtor's Opposition") and a *Declaration of Warren J. Martin, Jr. in Support* thereof [ECF No. 19 in the Adversary Proceeding]; and

WHEREAS, on May 7, 2026, Mizrachi filed a letter brief in opposition to the Order the Show Cause (the "Mizrachi Letter Brief") [ECF No. 21 in the Adversary Proceeding]; and

WHEREAS, on May 8, 2026, the Trustee filed the *Trustee's Reply to Debtor's Opposition to Order to Show Cause and Request for Related Relief* [ECF No. 23 in the Adversary Proceeding]; and

WHEREAS, on May 8, 2026, the Trustee filed a letter in response to the Mizrachi Letter Brief [ECF No. 24 in the Adversary Proceeding]; and

WHEREAS, on May 12, 2026, ~~RLA Consulting LLC~~Mr. Daniel B. Kamensky of RLA Consulting, LLC, in his capacity as Trustee of the CBRM Creditor Recovery Trust (the "Creditor Recovery Trustee"), established under the confirmed Chapter 11 Plan of CBRM Realty, Inc. *et al.*, filed the *Reply of RLA Consulting LLC, in its capacity as the Trustee of the Creditor Recovery Trust for In re CBRM Realty, Inc. and In re Crown Capital Holdings LLC to the Order to Show*

Cause, through its counsel, Richard J. Corbi (the "Creditor Recovery Trustee Reply")[ECF No. 28 in the Adversary Proceeding] asserting its interest in Vecta, Inc.; and

WHEREAS, at a hearing held on May 13, 2026, the Trustee withdrew the Order to Show Cause and on May 14, 2026, the Court entered an Order vacating the Order to Show Cause [ECF No. 29 in the Adversary Proceeding]; and

WHEREAS, the Creditor Recovery Trustee informed the Court that it would seek to intervene in the Adversary Proceeding and file a cross-claim for an interpleader of the proceeds of the sale of Vecta, Inc.;

WHEREAS, as set forth in the Creditor Recovery Trustee Reply, the Creditor Recovery Trustee has identified that on or about May 27, 2022, the Debtor caused at least $14.1 million to be distributed by CBRM directly to Computershare to purchase shares of Sunnyside Bancorp; and on or about June 29, 2022, the Debtor caused at least $4.5 million to be distributed by CBRM directly to Vecta Bank as a capital contribution;

WHEREAS, based upon the investigation conducted to date, the Creditor Recovery Trustee believes there are 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;

WHEREAS, counsel for the Trustee, ~~and~~ the Defendants and the Creditor Recovery Trustee have engaged in discussions concerning the resolution of the Voting Trustee's Cross-Motion and the orderly marketing and sale of the ownership interests in Vecta, Inc. and/or the assets of Sunnyside; and

WHEREAS, in order to avoid the expense, burden, and uncertainty of continued litigation, the parties have agreed to resolve the Cross-Motion on the terms set forth herein.

NOW, THEREFORE, IT IS HEREBY STIPULATED, AGREED AND SO ORDERED as

follows:

1. Subject to approval by the Bankruptcy Court, the Cross-Motion is resolved on the terms set forth herein, and the hearing thereon shall be marked settled.

2. The VTA and Trustee Services Agreement shall remain in full force and effect, and the Voting Trustee shall continue to manage, on an exclusive basis, the business, financial and governance affairs of Vecta, Inc. and the marketing for sale of the ownership interests therein and/or the assets of Sunnyside.

3. Provided he is authorized to do so by the bank regulators overseeing the sale of the ownership interests in Vecta, Inc. and/or the assets of Sunnyside and subject to any confidentiality agreements or obligations the Voting Trustee may be subject to, the Voting Trustee shall provide the Trustee, the Creditor Recovery Trustee and Mizrachi, on a confidential basis, with periodic updates concerning the marketing process and proposed sale of the ownership interests in Vecta, Inc. and/or the assets of Sunnyside, including the identities of prospective purchasers.

4. To the extent authorized by the banking regulators overseeing the sale of the ownership interests in Vecta, Inc. and/or the assets of Sunnyside, the Voting Trustee shall also provide the Trustee, the Creditor Recovery Trustee and Mizrachi with copies of communications (not subject to any confidentiality agreements or restrictions) between the Voting Trustee or his counsel and the Federal Reserve concerning the VTA, Vecta, Inc., or Sunnyside for informational purposes. Neither the Trustee nor Mizrachi are authorized or permitted to use or share such information for any purposes other than educating themselves and their respective counsel in this case, who shall agree to abide by the provisions of this Stipulation and Consent Order, as to the sale of the ownership interests in Vecta, Inc. and/or the assets of Sunnyside.

5. Nothing contained herein shall be deemed or construed to provide the Trustee, Mizrachi, the Creditor Recovery Trustee or any other party with any right to manage or control the operations of Vecta, Inc. or Sunnyside, which shall in all respects remain solely with the Voting Trustee.

6. Prior to closing on any sale of the ownership interests in Vecta, Inc. and/or the assets of Sunnyside, the Voting Trustee shall first obtain a fairness opinion as to the consideration to be received in exchange therefor. Said opinion shall be issued by a reputable expert knowledgeable with such subject matter.

7. ~~Upon~~

~~7.~~ Upon closing of any sale of the ownership interests in Vecta, Inc. and/or the assets of Sunnyside, the net sale proceeds, after payment of approved fees, expenses, and customary closing costs, shall be deposited into an interest-bearing escrow account in the name and for the benefit of Vecta Partners pursuant to an escrow account mutually acceptable to each of the Voting Trustee, the Trustee, the Creditor Recovery Trustee and Mizrachi (collectively, the "Escrow Parties") and administered by an escrow agent mutually acceptable to the Escrow Parties (the "Escrow Account"); it being understood

that: (a) the Voting Trustee's interest in the funds deposited into the Escrow Account

shall be limited to protecting such claims and rights as the Voting Trustee has or may have against Vecta Partners pursuant to paragraphs 12 and 13 of the VTA; (b) the respective rights of the Trustee and Mizrachi in and to the funds deposited into the Escrow Account shall remain at all times subject to the rights of the Voting Trustee under paragraphs 12 and 13 of the VTA; and

(c) neither the Trustee nor Vecta Partners will make any claim against the Voting Trustee that would otherwise be inconsistent with paragraph 12 of the VTA or prohibited by paragraph 13 thereof.

8. Subject to the provisions of paragraph 7 above, the funds deposited into the Escrow Account shall remain therein pending entry of a final, non-appealable order by this Court or a court authorized to hear appeals therefrom determining the respective rights, claims, causes of action or interests (subject to all applicable defenses), all of which are preserved and none of which are prejudiced hereby, of the Trustee, the Creditor Recovery Trustee and Mizrachi in and to their respective ownership interests in Vecta Partners as determined by such a final, non-appealable order; it being stipulated and "So Ordered" hereby that the Trustee's share of such interest in and to the Debtor's stock interest in Vecta Partners and the escrowed proceeds thereof, shall be subject to a separate proceeding by the Creditor Recovery Recovery Trustee as to whether those proceeds constitute property of the Debtor's chapter 7 bankruptcy estate.

~~8.~~9.

~~9.~~ NNothing contained herein is intended, nor shall the same be construed as an authorization, basis, or means by which the Voting Trustee can or shall be held in any way liable for the actions he and his professional advisors or other representatives (collectively, the "Professionals") have taken, are taking, or will take under the VTA. The Trustee and Mizrahi acknowledge that they are unaware of any basis for claims against the Voting Trustee or his Professionals. The Voting Trustee and his Professionals acknowledge that they are unaware of any basis for claims against the Trustee or Mizrachi for matters arising up to the date that this

Stipulation and Consent Order is "So Ordered" by the Court. In accordance with paragraph 12 of the VTA, the Voting Trustee may consult with legal counsel and his Professionals and the advice of such counsel and Professionals shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Voting Trustee under the VTA or hereunder in reliance thereon. The Voting Trustee and his Professionals shall have no liability for any actions or omissions taken or withheld in accordance with this Order or with respect to the sale of Vecta, Inc. and/or the assets of Sunnyside unless arising out of the Voting Trustee's or his Professionals' own fraud, willful misconduct or gross negligence, in performing their duties under the VTA or hereunder. Nor shall the Voting Trustee or his Professionals (as applicable) have any liability for any action taken by them in good faith, in the reasonable belief that such action was in the best interests of Vecta, Inc. and/or the assets of Sunnyside or pursuant to this Stipulation and Consent Order.

10. In accordance with paragraph 13 of the VTA, the Voting Trustee shall not have or incur any liability to the Debtor, the Trustee or Vecta Partners for, with respect to, or on account of, any loss, liability, judgment, claim, fine, penalty, damage, settlement obligation, cost or expense whatsoever (including, but not limited to, costs and expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened) arising out of, in connection with or based on the VTA or any action or failure to act on the part of the Voting Trustee (collectively, the "Claims"), except for Claims (but even then only to the extent and subject to the same limitations as set forth in paragraph 12 of the VTA) arising out of the Voting Trustee's own bad faith or fraud. In accordance with paragraph 13 of the VTA, the Debtor, the Trustee and Vecta Partners irrevocably covenant and agree not to sue or pursue any other legal or equitable remedy against the Voting Trustee based on or by reason of any Claims except (but

only to the extent and subject to the limitations set forth in paragraph 12 of the VTA) for Claims arising out of the Voting Trustee's own bad faith or fraud. For the avoidance of doubt and provided that the Debtor, the Trustee, the Creditor Recovery Trustee, Vecta Partners and Mizrachi have not asserted and have agreed to release any Claims against the Voting Trustee for matters relating to or arising under the VTA, the funds on deposit in the Escrow Account may otherwise be distributed in accordance with paragraph 7 above but without further reference to clause (a) thereof. Distribution(s) of the funds on deposit in the Escrow Account, as and to the extent authorized and permitted by paragraph 7 hereof, shall constitute a self-executing release by the Debtor, the Trustee, Vecta Partners and Mizrachi in favor of the Voting Trustee for matters relating to or arising under the VTA.

11. In the event the Adversary Proceeding is voluntarily, involuntarily or otherwise dismissed, discontinued, withdrawn or otherwise terminated (collectively, a "Termination"), the terms, conditions and provisions of this Stipulation and Consent Order shall remain in full force and effect and survive such Termination in all respects, and this Court, and any court having appellate jurisdiction thereof, shall continue to retain exclusive jurisdiction over the matters set forth herein.

12. Except as specifically provided for hereinabove, the entry of this Stipulation and Consent Order shall not prejudice, modify, impair or release any of the rights, claims and defenses of the Trustee, the Creditor Recovery Trustee, the Debtor or Mizrachi with respect to any matter or issue arising under the Adversary Proceeding or the Case, all of which are reserved to the fullest extent permitted by applicable law.

~~Upon the sale of the~~

13. Upon the sale of theownership interests in Vecta, Inc. and/or the assets of Sunnyside and the Voting Trustee depositing all net proceeds of the sale into the Escrow

Account, as provided for in paragraph 7 above, the Complaint in this matter shall be dismissed with prejudice as to the Voting Trustee.

14. Except as expressly provided herein, nothing in this Stipulation and Consent Order shall constitute or be deemed to constitute an admission of liability, wrongdoing, or the validity of any position of any of the parties, all of which are expressly reserved.

15. Unless otherwise directed by the Court, the Voting Trustee shall not be required to answer or otherwise respond to the Complaint. The deadline for the Debtor and Mizrachi to answer, move, or otherwise respond to the Complaint is extended through [June 30], 2026, unless further extended by order of the Court.

16. This Stipulation and Consent Order shall become effective only upon approval by the Bankruptcy Court, which shall retain exclusive jurisdiction to interpret and enforce its terms.

17. This Stipulation and Consent Order may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one instrument. Signatures transmitted electronically in PDF format shall be deemed binding and effective as originals.

[SIGNATURES APPEAR ON THE FOLOWING PAGE]

Dated: June 4, 2026
GENOVA BURNS LLC

By: ~~*/s/ Daniel M. Stolz*~~
Daniel M. Stolz, Esq.
110 Allen Road, Suite 304
Basking Ridge, NJ 07920
DStolz@genovaburns.com

Counsel to Karen E. Bezner, Chapter 7 Trustee

Dated: June 4, 2026
OKIN HOLLANDER LLC

By: ~~*/s/ Paul S. Hollander*~~
Paul S. Hollander, Esq.
Glenpointe Centre West, 2nd Floor
500 Frank W. Burr Boulevard
Teaneck, NJ 07666
phollander@okinhollander.com

Counsel to Miriam Mizrachi

Dated: June 4, 2026
PORZIO BROMBERG & NEWMAN

By: ~~*/s/ Warren J. Martin Jr.*~~
Warren J. Martin Jr., Esq.
5 Sylvan Way
P.O. Box 218
Parsippany, NJ 07054
WJMartin@pbnlaw.com

Counsel to Moshe Silber a/k/a Mark Silber, Chapter 7 Debtor

Dated: June 4, 2026
WINDELS MARX LANE & MITTENDORF, LLP

By: ~~*/s/ Douglas A. Stevinson*~~
Douglas A. Stevinson, Esq.
120 Albany Street Plaza
New Brunswick, NJ 08901
dstevinson@windelsmarx.com

Counsel to Nicholas Frungillo, Jr., Voting Trustee

THE LAW OFFICES OF RICHARD J. CORBI, PLLC
By/: ____
Richard J. Corbi
104 West 40th St., 4th Floor
New York, NY 10018
(646) 571-2033
rcorbi@corbilaw.com

Counsel for 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

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

OKIN HOLLANDER LLC
Glenpointe Centre West, 2nd Floor
500 Frank W. Burr Blvd.
Teaneck, New Jersey 07666
T: 201-947-7500
F: 201-947-2663
Paul S. Hollander, Esq.
phollander@okinhollander.com

Counsel for Miriam Mizrachi

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. (EST)

ORDER QUASHING MOTION OF THE CREDITOR RECOVERY TRUSTEE FOR ENTRY OF AN ORDER (I) COMPELLING MIRIAM MIZRACHI TO COMPLY WITH THE RULE 2004 SUBPOENA ISSUED TO HER,(II) OVERRULING HER OBJECTIONS THERETO, AND (III) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered two (2) to four (4), is hereby ORDERED.

THIS MATTER having been opened to the Court by Miriam Mizrachi ("Ms. Mizrachi"), by and through her counsel, Okin Hollander LLC, upon a motion of the Creditor Recovery Trustee for entry of an Order (I) compelling Miriam Mizrachi to comply with the Rule 2004 Subpoena issued to ger, (II) overruling her objections thereto, and (III) granting related relief (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 after due deliberation thereon and good cause appearing for the entry of this Order, it is hereby

[1] Capitalized terms not defined herein shall have the meanings ascribed to them in the Opposition of Ms. Mizrachi to the Motion.

ORDERED as follows:

1. The Motion is hereby **DENIED**.

2. The Motion to Quash is hereby **GRANTED.**

3. The August Subpoena shall be and hereby is quashed.

4. The September Subpoena shall be and hereby is quashed.

5. The Chase Subpoena shall be and hereby is quashed.

6. The CBNF Subpoena shall be and hereby is quashed.

7. The Liquidation Trustee shall, within three (3) business days of the entry hereof, provide Ms. Mizrachi copies of all other Undisclosed Subpoenas issued seeking Mizrachi Financial Records and all documents and communications received in response thereto.

8. The Liquidation Trustee is barred from reviewing or using for any purpose whatsoever, any documents obtained in response to the Chase Subpoena, the CBNF Subpoena and the Undisclosed Subpoenas (collectively herein, the "CBRM Subpoenas"). To the extent the Liquidation Trustee has given any third parties copies of, or access to, Mizrachi Financial Records produced in response to the CBRM Subpoenas: (i) the Liquidation Trustee shall, within three (3) business days of the entry hereof, disclose the names and contact information of such third parties so that they may be served with a copy of this Order; and (ii) the Liquidation Trustee and such third parties shall be bound by the prohibitions involving the use of Mizrachi Financial Records described herein and barred and precluded from using such records for any purpose.

9. The Liquidation Trustee shall notify in writing all recipients of the CBRM Subpoenas that such subpoenas have been quashed and that such parties are directed hereby not to respond thereto.

10. The Liquidation Trustee shall return, delete and/or destroy and certify as to such return, deletion and/or destruction, any copies of documents obtained in response to the CBRM Subpoenas.

11. Ms. Mizrachi is hereby awarded her reasonable attorneys' fees and expenses incurred in connection with the Motion to Quash and this Motion pursuant to Rule 45(d)(1), which shall be paid by the Liquidation Trustee within seven (7) days following delivery of an invoice setting forth the amount of such fees and expenses.