Docket #0908 Date Filed: 11/15/2026

Order Filed on November 13, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY **Caption in Compliance with D.N.J. LBR 9004-1**	
In re: CBRM REALTY, INC., *et al*., Debtors.[1]	Chapter 11 Case No. 25–15343 (MBK) (Jointly Administered)

ORDER (I) DENYING MOSHE SILBER'S MOTION TO QUASH THIRD-PARTY SUBPOENA TO LEVON CAPITAL LLC, (II) MODIFYING THE RULE 2004 SUBPOENAS ISSUED TO LEVON CAPITAL LLC AND AVERY WEISZ, AND (III) GRANTING RELATED RELIEF

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

DATED: November 13, 2026

Honorable Michael B. Kaplan
United States Bankruptcy Judge

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: CBRM Realty Inc. (2420), Crown Capital Holdings LLC (1411), Kelly Hamilton Apts LLC (9071), Kelly Hamilton Apts MM LLC (0765), RH Chenault Creek LLC (8987), RH Copper Creek LLC (0874), RH Lakewind East LLC (6963), RH Windrun LLC (0122), RH New Orleans Holdings LLC (7528), RH New Orleans Holdings MM LLC (1951), and Laguna Reserve Apts Investor LLC (N/A). The location of the Debtors' service address in these chapter 11 cases is: In re CBRM Realty Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

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Upon the motion of Moshe Silber [Doc. No. 869] (the "Motion") for entry of an order quashing or, alternatively, modifying the Rule 2004 subpoena dated August 26, 2026 (the "Levon Subpoena") issued by RLA Consulting LLC, in its capacity as Trustee of the Creditor Recovery Trust for CBRM Realty Inc. and Crown Capital Holdings LLC (the "Trustee"), to Levon Capital LLC and Levon Capital Tristate LLC (together, "Levon Capital");; and upon the objection of the Trustee [Doc. No. 873] and the omnibus reply of Mr. Silber [Doc. No. 880]; and the Court having jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334; and due and sufficient notice of the Motion having been given; and the Court having considered the papers and the record of the hearing held on October 29, 2026 (the "Hearing"), and for the reasons stated on the record of the Hearing; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The motion is DENIED, except to the extent the Levon Subpoena is modified as set forth in this Order. The companion Rule 2004 subpoena of the same date issued by the Trustee to Avery Weisz (a/k/a Avery Weiss), (the "Weisz Subpoena") is similarly modified as set forth in this Order and, unless/until issues are brought to the Court's attention warranting modification of this Order, the same procedures detailed herein are to apply to the Weisz Subpoena (which, together with the Levon Subpoena, are collectively referred to as the "Subpoenas").

2. Pursuant to Fed. R. Civ. P. 45(d)(3), made applicable by Fed. R. Bankr. P. 9016, Exhibit A to the Levon Subpoena is modified in the form annexed to this Order as **Exhibit 1**, and Exhibit A to the Weisz Subpoena is modified in the form annexed to this Order as **Exhibit 2** (together, the "Modified Requests"). The Modified Requests replace Exhibit A to each of the Subpoenas as served, and the Subpoenas, as so modified, are operative.

3. The Modified Requests do not call for, and Levon Capital and Mr. Weisz are not required to produce, any document to the extent it concerns Vecta Partners LLC, Vecta Inc., Vecta Capital LLC, Sunnyside Bancorp, Inc., or Sunnyside Federal Savings and Loan Association of Irvington (the "Sunnyside/Vecta Entities") or any actual, proposed or abandoned acquisition of, investment in, or change in control of a bank or other depository institution. This paragraph is without prejudice to the right of the Trustee or any other party to seek discovery concerning the Sunnyside/Vecta Entities at or after the discovery conference scheduled for **December 7, 2026 at 2:00 p.m.**, in any adversary proceeding, or otherwise by further order of the Court.

4. Within three (3) business days of entry of this Order, the Trustee shall serve a copy of this Order, including Exhibits 1 and 2, on Levon Capital and Mr. Weisz, and on counsel to Mr. Silber, counsel to Miriam Mizrachi and counsel to Karen E. Bezner, as chapter 7 trustee in Case No. 25-21650 (MBK).

5. To afford time for Objections, **no documents/responses shall be produced earlier than fifteen (15) days after service of this Order and the Modified Requests**.

6. All Objections are due within fifteen (15) days after service of this Order and the Modified Requests, and must be served on all parties referenced in Paragraph 4 prior to, or by, the Objection deadline. Any Objection to production shall narrowly tailored to each specific request, and shall be made in detailed and specific form pursuant to FED. R. CIV. P. 45(d)(2)(B). Any claim of privilege or work-product protection shall be made in accordance with FED. R. CIV. P. 45(e)(2) by means of a log, served with the production to which it relates, identifying each withheld document by date, author, recipients, general subject matter and the basis for the claim.

7. To the extent no Objection to a specific request is received, Levon Capital and Mr. Weisz shall each comply with the applicable Subpoena, as modified, and produce all responsive,

non-privileged documents with respect to that specific request in the manner set forth in the Subpoenas within thirty (30) days of service of this Order and the Modified Requests, unless the time is extended consensually by the Trustee or by the Court. The compliance date set forth in this Paragraph replaces the return date stated in each of the Subpoenas.

8. To the extent a detailed Objection to a specific request is received, the deadline for production of that specific request will be stayed pending further order of the Court.[2]

9. Documents produced pursuant to this Order shall be subject to the protective order entered in these cases [ECF No. 791].

10. All parties' respective rights under Fed. R. Civ. P. 45, Bankruptcy Rules 2004 and 9016, and section 105(a) of the Bankruptcy Code, including the right to seek fees, costs and further relief in the event of non-compliance with this Order, are expressly reserved.

11. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Order.

[2] Parties are reminded of the obligation to meet and confer before compelling this Court to address objections.

Exhibit 1

EXHIBIT A

DEFINITIONS, INSTRUCTIONS, AND SCHEDULE OF DOCUMENTS TO BE PRODUCED

(Subpoena to Levon Capital and affiliated entities)
(As modified pursuant to the ruling of the Bankruptcy Court on October 29, 2026)

I. DEFINITIONS

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

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

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

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

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

6. “SUBJECT PROPERTIES” means, individually and collectively: (a) 1070 Haverstraw Road, Suffern, New York; (b) 1092 Haverstraw Road, Suffern, New York; (c) 1188 Haverstraw Road, Suffern, New York; (d) 41 Powder Horn Drive, Suffern, New York; (e) 32, 34 and 36 Powder Horn Road, Suffern, New York; and (f) any other real property in which any of the SILBER PARTIES held or had held an interest and in which YOU acquired, held, or now hold any interest, of any kind, at any time during the RELEVANT TIME PERIOD.

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

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

9. [Intentionally omitted.]

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

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

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

13. “ANY” and “ALL” each mean any and all.

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

15. “BANKRUPTCY COURT” means the United States Bankruptcy Court for the District of New Jersey.

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

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

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

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

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

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

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

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

24. "SUNNYSIDE/VECTA ENTITIES" means Vecta Partners LLC, Vecta Inc., Vecta Capital LLC, Sunnyside Bancorp, Inc., and Sunnyside Federal Savings and Loan Association of Irvington, together with their predecessors, successors, parents, subsidiaries and affiliates.

II. INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

13. For any consideration paid or received other than by wire transfer — including by check, cashier's check, automated clearing house transfer, credit against an existing obligation, offset, forgiveness of indebtedness, assumption of debt, or delivery of anything other than money —

produce the DOCUMENTS evidencing that consideration, and identify the account from which it was paid or into which it was received. A statement that consideration was given is not responsive without the DOCUMENTS evidencing it.

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

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

16. This subpoena is directed to the SUBJECT ENTITIES. A companion subpoena has been served contemporaneously on Avery Weisz in his individual capacity. A single production responsive to both is acceptable, provided the response identifies which entity or individual is producing each DOCUMENT.

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

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

19. Pursuant to the ruling of the BANKRUPTCY COURT on October 29, 2026 [and the Order entered thereon, ECF No. ___], no Request in this Exhibit A calls for, and YOU are not required to produce, any DOCUMENT to the extent it CONCERNS the SUNNYSIDE/VECTA ENTITIES. This exclusion does not relieve YOU of the obligation to produce DOCUMENTS responsive to any Request to the extent they do not CONCERN the SUNNYSIDE/VECTA ENTITIES.

III. SCHEDULE OF DOCUMENTS TO BE PRODUCED

A. The Subject Transfers

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

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

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

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

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

B. Consideration and the Flow of Funds

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

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

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

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

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

C. Lending and Indebtedness

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

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

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

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

D. Repurchase, Reconveyance and Related Rights

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

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

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

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

E. [Intentionally omitted.]

19. [Intentionally omitted.]

20. [Intentionally omitted.]

21. [Intentionally omitted.]

22. [Intentionally omitted.]

F. Relationship and Communications

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

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

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

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

G. Holding, Operation and Disposition

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

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

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

H. The Subject Entities and the Denmark Lane Address

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

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

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

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

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

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

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

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

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

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

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

Exhibit 2

EXHIBIT A

DEFINITIONS, INSTRUCTIONS, AND SCHEDULE OF DOCUMENTS TO BE PRODUCED

(Subpoena to Avery Weisz, individually)
(As modified pursuant to the ruling of the Bankruptcy Court on October 29, 2026)

I. DEFINITIONS

1. "YOU" and "YOUR" mean Avery Weisz, also rendered in the public records as Avery Weiss, in his individual capacity, and include DOCUMENTS held by him personally, DOCUMENTS held by him in any capacity as a member, manager, officer, director, authorized person or signatory of any SUBJECT ENTITY, and DOCUMENTS held on his behalf by any attorney, accountant, bookkeeper, agent or advisor.

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

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

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

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

6. "SUBJECT PROPERTIES" means, individually and collectively: (a) 1070 Haverstraw Road, Suffern, New York; (b) 1092 Haverstraw Road, Suffern, New York; (c) 1188 Haverstraw Road, Suffern, New York; (d) 41 Powder Horn Drive, Suffern, New York; (e) 32, 34 and 36 Powder Horn Road, Suffern, New York; and (f) any other real property in which any of the SILBER PARTIES held or had held an interest and in which YOU acquired, held, or now hold any interest, of any kind, at any time during the RELEVANT TIME PERIOD.

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

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

9. [Intentionally omitted.]

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

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

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

13. “ANY” and “ALL” each mean any and all.

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

15. “BANKRUPTCY COURT” means the United States Bankruptcy Court for the District of New Jersey.

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

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

18. “ELECTRONICALLY STORED INFORMATION” or “ESI” means all information stored in any electronic medium, including electronic mail and attachments, text messages, instant and application-based messages, word processing files, spreadsheets, databases, loan origination and servicing system data, accounting and property management system data, calendars, voicemail,

images, metadata, and information residing on servers, cloud services, mobile devices and backup media.

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

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

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

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

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

24. "SUNNYSIDE/VECTA ENTITIES" means Vecta Partners LLC, Vecta Inc., Vecta Capital LLC, Sunnyside Bancorp, Inc., and Sunnyside Federal Savings and Loan Association of Irvington, together with their predecessors, successors, parents, subsidiaries and affiliates.

II. INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. This subpoena is directed to Avery Weisz in his individual capacity. A companion subpoena has been served contemporaneously on Levon Capital and the other SUBJECT ENTITIES. DOCUMENTS produced in response to that companion subpoena need not be produced again in response to this one, provided the response identifies them by production number.

17. This subpoena expressly reaches DOCUMENTS residing in personal electronic mail accounts, personal mobile devices, personal messaging applications and personal cloud storage, where those

DOCUMENTS concern the subject matter of these Requests. A search limited to business systems is not responsive.

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

19. Pursuant to the ruling of the BANKRUPTCY COURT on October 29, 2026 [and the Order entered thereon, ECF No. ___], no Request in this Exhibit A calls for, and YOU are not required to produce, any DOCUMENT to the extent it CONCERNS the SUNNYSIDE/VECTA ENTITIES. This exclusion does not relieve YOU of the obligation to produce DOCUMENTS responsive to any Request to the extent they do not CONCERN the SUNNYSIDE/VECTA ENTITIES.

III. SCHEDULE OF DOCUMENTS TO BE PRODUCED

A. The Subject Transfers

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

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

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

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

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

B. Consideration and the Flow of Funds

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

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

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

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

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

C. Lending and Indebtedness

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

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

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

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

D. Repurchase, Reconveyance and Related Rights

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

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

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

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

E. [Intentionally omitted.]

19. [Intentionally omitted.]

20. [Intentionally omitted.]

21. [Intentionally omitted.]

22. [Intentionally omitted.]

F. Relationship and Communications

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

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

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

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

G. Holding, Operation and Disposition

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

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

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

H. Individual Capacity, Role and Records

30. DOCUMENTS sufficient to identify every SUBJECT ENTITY of which YOU are or have been a member, manager, officer, director, authorized person, beneficial owner or signatory, stating for each the capacity held and the period during which it was held.

31. ALL DOCUMENTS CONCERNING YOUR authority to act for, bind, or direct any SUBJECT ENTITY in connection with any of the SUBJECT TRANSFERS, including any resolution, consent, power of attorney or written authorization.

32. ALL DOCUMENTS CONCERNING any personal guarantee, indemnity, pledge or undertaking given by YOU in connection with any of the SUBJECT TRANSFERS or any LOAN.

33. Statements for every financial account held in YOUR individual name, or jointly, from which any consideration for any of the SUBJECT TRANSFERS was paid or into which any proceeds of any of the SUBJECT PROPERTIES were received, for the RELEVANT TIME PERIOD.

34. YOUR federal income tax returns and all schedules thereto for tax years 2022 through 2025, together with all workpapers, to the extent they report any of the SUBJECT PROPERTIES, any of the SUBJECT TRANSFERS, or any income, gain, loss or deduction from any SUBJECT ENTITY.

35. ALL DOCUMENTS CONCERNING the conveyance recorded on or about July 23, 2025 in which YOU are named individually as grantee, including how title was taken, whether YOU hold or held that property for YOUR own account or for another PERSON, and any subsequent conveyance of it.

36. DOCUMENTS sufficient to identify every electronic mail address, mobile telephone number and messaging application account used by YOU during the RELEVANT TIME PERIOD to communicate CONCERNING any of the SUBJECT TRANSFERS, any LOAN, or any of the SILBER PARTIES.

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

United States Bankruptcy Court

District of New Jersey

In re:
CBRM Realty Inc.
Debtor

Case No. 25-15343-MBK
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0312-3 User: admin
Date Rcvd: Nov 13, 2026 Form ID: pdf903 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 15, 2026:

Recip ID		Recipient Name and Address
db	+	CBRM Realty Inc., c/o Lynd Living, 4499 Pond Hill Road, San Antonio, TX 78231-1292

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 15, 2026 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 13, 2026 at the address(es) listed below:

Name	Email Address
Andrew Zatz	on behalf of Attorney White & Case LLP azatz@whitecase.com mco@whitecase.com
Andrew Zatz	on behalf of Debtor RH Copper Creek LLC azatz@whitecase.com mco@whitecase.com
Andrew Zatz	on behalf of Plaintiff CBRM Realty Inc. azatz@whitecase.com mco@whitecase.com
Andrew Zatz	on behalf of Debtor CBRM Realty Inc. azatz@whitecase.com mco@whitecase.com
Andrew Zatz	on behalf of Debtor Kelly Hamilton Apts MM LLC azatz@whitecase.com mco@whitecase.com
Andrew Zatz	on behalf of Debtor RH Chenault Creek LLC azatz@whitecase.com mco@whitecase.com

Andrew Zatz
on behalf of Debtor RH New Orleans Holdings LLC azatz@whitecase.com mco@whitecase.com

Andrew Zatz
on behalf of Debtor Kelly Hamilton Apts LLC azatz@whitecase.com mco@whitecase.com

Andrew Zatz
on behalf of Debtor RH Windrun LLC azatz@whitecase.com mco@whitecase.com

Andrew Zatz
on behalf of Debtor RH New Orleans Holdings MM LLC azatz@whitecase.com mco@whitecase.com

Andrew Zatz
on behalf of Debtor RH Lakewind East LLC azatz@whitecase.com mco@whitecase.com

Andrew Zatz
on behalf of Debtor Laguna Reserve Apts Investor LLC azatz@whitecase.com mco@whitecase.com

Andrew H. Sherman
on behalf of Creditor Spano Investor LLC asherman@sillscummis.com

Arthur Abramowitz
on behalf of Interested Party Karen E. Bezner Chapter 7 Trustee of the Estate of Moshe Silber aabramowitz@shermansilverstein.com, jbaugh@shermansilverstein.com

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Brett D. Goodman
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Brett D. Goodman
on behalf of Interested Party CKD Funding LLC bgoodman@polsinelli.com nydocketing@polsinelli.com

Chester Ostrowski
on behalf of Creditor Landscape Workshop LLC costrowski@mclaughlinstern.com

Daniel Stolz
on behalf of Interested Party RLA Consulting LLC, Trustee of the Creditor Recovery Trust daniel.stolz@stevenslee.com, daniel.stolz@ecf.inforuptcy.com;maria.sousa@stevenslee.com;lorrie.denson@stevenslee.com

Daniel Stolz
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Jack Michael Small
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Jaclynn McDonnell
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TOTAL: 53