

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	Chapter 11
Hudson 1701/1706, LLC, <i>et al.</i> , ¹	Case No. 25-11853 (KBO) (Jointly Administered)
Debtors.	Hearing Date: December 12, 2025, at 10:00 a.m. (ET) Obj. Deadline: December 5, 2025, at 4:00 p.m. (ET)

**DEBTORS' MOTION FOR AN ORDER, PURSUANT TO SECTIONS 105(a) AND 363(b)
OF THE BANKRUPTCY CODE, AUTHORIZING DEBTORS
TO RETAIN FTI CONSULTING, INC. AS FINANCIAL ADVISOR FOR THE
DEBTORS AND DESIGNATING ALAN TANTLEFF AND ANDREW HINKELMAN AS
CO-CHIEF RESTRUCTURING OFFICERS FOR THE DEBTORS EFFECTIVE AS OF
THE PETITION DATE, AND APPROVING THE ENGAGEMENT AGREEMENT
RELATED THERETO**

The above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**”), by and through their proposed counsel, hereby submit this motion (the “**Motion**”) for the entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”): (i) authorizing the Debtors to retain and employ FTI Consulting, Inc. (“**FTI**”) as their restructuring advisor and designating Alan Tantleff (“**Mr. Tantleff**”) and Andrew Hinkelman (“**Mr. Hinkelman**”) as Co-Chief Restructuring Officers (the “**Co-CROs**,” or individually the “**CRO**”) in connection with the above-captioned chapter 11 cases (collectively, the “**Chapter 11 Cases**”), effective as of the Petition Date (as defined below), and (ii) approving the engagement agreement (the “**Engagement Agreement**”), a true and correct copy of which is attached as **Exhibit B**. In support of this Motion, the Debtors rely upon and incorporate by

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors’ mailing address is c/o FTI Consulting, Inc. Attn: Alan Tantleff, 1166 Avenue of the Americas, 15th Floor, New York, NY 10036.



reference the Declaration of Alan Tantleff in Support of this Motion (the “**Tantleff Declaration**”) attached hereto as **Exhibit C**. In further support of the Motion, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b).

2. Pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), the Debtors consent to the entry of a final judgment or order with respect to this Motion if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. Venue of the Chapter 11 Cases in this District is proper under 28 U.S.C. §§ 1408 and 1409.

4. The bases for the relief requested herein are sections 105(a) and 363(b) of the Bankruptcy Code.

BACKGROUND

5. On October 22, 2025 (the “**Petition Date**”), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “**Court**”), thereby commencing the Chapter 11 Cases. The Chapter 11 Cases are jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

6. The Debtors continue to be in possession of their properties, to operate their business, and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. To date, the United States Trustee for Region 3 (the “**U.S. Trustee**”) has not appointed a creditors’ committee in the Chapter 11 Cases, nor has any trustee or examiner been appointed therein.

8. Additional factual background regarding the Debtors, including their business operations, their capital and debt structures and the events leading to the filing of these Chapter 11 Cases, is set forth in the *Amended and Restated Declaration of Alan Tantleff in Support of Debtors’ Chapter 11 Petitions and First Day Motions* [Docket No. 60] (the “**First Day Declaration**”),² which is fully incorporated herein by reference.

RELIEF REQUESTED

9. By this Motion, the Debtors request entry of the Proposed Order (i) authorizing the Debtors to retain and employ FTI as their restructuring advisor and designating Mr. Tantleff and Mr. Hinkelman as Co-CROs, effective as of the Petition Date, subject to further order of the Court, pursuant to the terms of the Engagement Agreement, and (ii) approving the Engagement Agreement.³

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the First Day Declaration or the Engagement Agreement, as applicable.

³ To the extent there is any inconsistency between this Motion, the Proposed Order, and the Engagement Agreement, the Proposed Order shall govern.

RELEVANT INFORMATION

A. Qualifications

10. FTI has a wealth of experience in providing financial advisory services in complex restructurings and reorganizations. FTI has an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States. FTI's expertise includes liquidity and capital structure assessment, debt and equity restructuring advice, and identification of reorganization alternatives.

11. In addition, FTI has provided similar services and personnel in cases in this District. *See, e.g., In re Marelli Automotive Lighting USA LLC*, Case No. 25-11034 (Bankr. D. Del. Aug. 11, 2025); *In re Nikola Corp.*, Case No. 25-10258 (Bankr. D. Del. Apr. 21, 2025); *In re PGX Holdings, Inc.*, Case No. 23-10718 (Bankr. D. Del. Aug. 2, 2023); *In re SL Liquidation LLC*, Case No. 23-10207 (Bankr. D. Del. Apr. 19, 2023); *In re Starry Group Holdings, Inc.*, Case No. 23-10219 (Bankr. D. Del. Mar. 30, 2023).

12. As set forth in the Engagement Agreement, FTI has made Mr. Tantleff and Mr. Hinkelman available to serve as Co-CROs to the Debtors and has made additional individuals available who will provide various other critical management services to the Debtors (the “**Additional Personnel**”).

13. Mr. Tantleff is a Senior Managing Director and leader of the Hospitality, Gaming, and Leisure industry practice and the New York Real Estate Restructuring practice of FTI, a leading global business advisory firm with over 50 offices worldwide and over 8,100 employees, where he specializes in, among other things, workouts and financial restructurings of lodging, hospitality, and commercial real estate businesses. Mr. Tantleff has over thirty (30) years of diverse, hands-on experience in areas of commercial real estate development, workouts and

restructuring, asset management, structured debt and equity financing, and acquisitions and dispositions. Mr. Tantleff has prior experience serving as a Chief Restructuring Officer of real estate companies.

14. Mr. Hinkelman is a Senior Managing Director at FTI, where he specializes in corporate finance, business recovery and restructuring, performance improvement, sell-and-buy-side due diligence, carve-outs, business plan development, complex credit negotiations and wind-down and estate management services. Mr. Hinkelman has over twenty-five (25) years of expertise, serving as a financial advisor to corporations, creditors, equity owners and directors of performing and underperforming companies. Additionally, Mr. Hinkelman has extensive Chief Restructuring Officer, Chief Financial Officer and Chief Executive Officer experience.

15. As a result of the prepetition work performed on behalf of the Debtors, the Co-CROs and the Additional Personnel have acquired substantial knowledge regarding the Debtors and their business and operations, and are familiar with their financial affairs, debt structure, operations, and related matters. Having worked closely with the Debtors' management and their other advisors, FTI has developed relevant experience and expertise regarding the Debtors that will assist it in providing effective and efficient services in the Chapter 11 Cases. Accordingly, FTI is both well-qualified and uniquely positioned to assist the Debtors in successfully navigating the chapter 11 process in an efficient and timely manner.

B. Services to Be Provided

16. Subject to Court approval, the parties have entered into the Engagement Agreement, which governs the relationship between the Debtors and FTI. The terms and conditions of the Engagement Agreement were negotiated between the Debtors and FTI at arms' length and in good faith and reflect the parties' mutual agreement as to the substantial efforts that

will be required in this engagement. Under the Engagement Agreement, in consideration for the compensation contemplated thereby, FTI has provided and has agreed to provide the following financial advisory services (collectively, the “**Services**”), among others, pursuant to the terms and provisions of the Engagement Agreement, as necessary and appropriate, and as mutually agreed upon by FTI and the Debtors:⁴

- a. Provide Alan Tantleff and Andrew Hinkelman as Co-Chief Restructuring Officers;
- b. Evaluate liquidity position, cash needs, and disbursement controls;
- c. Lead completion of the existing remodeling project at the Hudson Hotel;
- d. Provide government relations support to obtain approvals and lift stop work orders;
- e. Prepare weekly and monthly liquidity and construction reports;
- f. Coordinate the advisory team and assist the Independent Manager with restructuring activities;
- g. Manage day-to-day restructuring operations and working capital;
- h. Develop and implement strategies for negotiations with key stakeholders, vendors, and creditors;
- i. Prepare and present cash flow analyses and diligence materials for potential lenders and DIP financing;
- j. Support data collection and due diligence for potential asset sales or Section 363 transactions;
- k. Assist with Chapter 11 contingency planning, filings, and creditor communications;
- l. Prepare required financial reports, statements, and disclosure materials for the Bankruptcy Court;
- m. Support development of a plan of reorganization or liquidation and related valuation analyses;

⁴ This motion summarizes the terms of the Engagement Agreement. To the extent that there is a conflict between the Motion and the Engagement Agreement, the Engagement Agreement will govern.

- n. Manage the claims reconciliation process and provide testimony or analysis as needed; and
- o. Perform additional customary services as reasonably requested and are customary in this type of engagement.

17. The Debtors do not believe that the services to be rendered by FTI will be duplicative of the services performed by any other professional, and FTI will work with the other professionals retained by the Debtors to minimize any duplication of services on behalf of the Debtors.

18. FTI's performance of the Services is critical to the Debtors' ongoing efforts to successfully achieve their chapter 11 objectives and preserve and maximize the value of their estates. As a result, the Debtors submit that FTI is well-qualified and best suited to perform the Services.

C. Professional Compensation

19. Subject to Court approval, and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and such other procedures as may be fixed by order of the Court, the Debtors will compensate FTI in accordance with the terms and conditions of the Engagement Agreement (the "**Fee Structure**").

20. The Engagement Agreement provides that FTI will be compensated for providing the services of (a) Mr. Tantleff and Mr. Hinkelman at the rate of \$1,495.00 per hour, and (b) other Firm professionals at rates between of \$195 per hour and \$1,580 per hour, depending upon the seniority and role of the individual professional.

21. In addition to compensation for professional services, FTI will seek reimbursement for reasonable and documented out-of-pocket expenses incurred in connection with these chapter

11 Cases, including, without limitation, travel costs. All fees and expenses due to FTI will be billed in accordance with any interim compensation orders entered by this Court and the relevant sections of the Bankruptcy Code, Bankruptcy Rules, and Local Rules.

22. The Debtors believe that the Fee Structure is reasonable and comparable to fee structures generally charged by financial advisors and consultants of similar stature to FTI for comparable engagements, both in and out of chapter 11. The Fee Structure summarized above and described more fully in the Engagement Agreement is consistent with FTI's normal and customary billing practices for comparably sized and complex cases and transactions, both in and out of court, involving the services to be provided in connection with chapter 11 cases. In addition, the Fee Structure is comparable to the terms and conditions FTI offers to similar clients for similar services. The Debtors therefore submit that the Fee Structure is fair and reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

23. For the 90 days prior to the Petition Date, FTI received advanced payments in the aggregate amount of \$150,000 for professional services performed and to be performed, including services related to the commencement and administration of these chapter 11 Cases. FTI has a remaining credit balance in favor of the Debtors for professional services performed and to be performed, and expenses incurred and to be incurred, in connection with these chapter 11 Cases in the amount of approximately \$107,013.00 (the "**Retainer**"). FTI intends to apply the Retainer to any outstanding amounts relating to the period prior to the Petition Date that were not processed through FTI's billing system as of the Petition Date. FTI intends to retain the balance of the Retainer on account for services rendered and expenses incurred subsequent to the Petition Date. All invoices for prepetition services have been paid in full or will be satisfied by the remaining

Retainer. Accordingly, as of the Petition Date, FTI does not hold any prepetition claim against the Debtors for fees or expenses.

D. Reporting Requirements

24. If the Court grants the relief requested herein, FTI will be employed in these chapter 11 Cases pursuant to section 363 of the Bankruptcy Code. Because FTI is not being employed as a professional under section 327 of the Bankruptcy Code, FTI will not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code.

25. However, to maintain transparency and to comply with the U.S. Trustee's protocol applicable to the retention of personnel under section 363 of the Bankruptcy Code (sometimes referred to as the "**J. Alix Protocol**"), FTI will file with the Court and provide notice to the U.S Trustee, counsel to the DIP Lenders (as defined in the First Day Declaration), and counsel to any official committee of unsecured creditors appointed in these chapter 11 Cases (the "**Committee**", and collectively, the "**Notice Parties**"), a report on staffing (the "**Staffing Report**") by the 30th of each month for the previous month, which report will include the names, hours worked, and requested compensation by the Co-CROs and all full- and part-time FTI personnel involved in these Chapter 11 Cases for the month and a summary of reimbursable expenses incurred for the relevant period. The Notice Parties shall have fourteen (14) days after the date a Staffing Report is served on the Notice Parties to object to such Staffing Report. The Staffing Report, FTI's staffing decisions, and all compensation identified in the Staffing Report will be subject to review by the Court in the event an objection is filed. FTI will file its first Staffing Report on December 30, 2025, for the period covering the Petition Date through and including November 30, 2025. For the avoidance of doubt, the Co-CROs and the Additional Personnel will

not be required to submit time entries in one-tenth of an hour increments, as required by Local Rule 2016-1(d)(iv), but instead may submit time entries in one-hour increments.

E. No Duplication of Services

26. FTI is aware of the fact that the Debtors have retained (a) Chipman Brown Cicero & Cole, LLP, as general bankruptcy counsel to the Debtors; (b) DLA Piper LLP (US) as special corporate and litigation counsel; and (c) Verita Global, LLC, as Administrative Advisor, and that the Debtors may retain additional professionals during the term of the engagement. FTI will work cooperatively with, and not duplicate the services of, the other professionals in order to integrate any respective work performed by FTI on behalf of the Debtors with the work performed by the other professionals.

F. Indemnification⁵

27. Subject to the approval of the Court, and as a material part of the consideration for which FTI has agreed to provide the Services described herein, the Debtors have agreed to standard indemnification provisions, which are contained in the Engagement Agreement (the “**Indemnification Provisions**”). The Indemnification Provisions provide that the Debtors will indemnify FTI and its shareholders, directors, officers, managers, employees, contractors, agents and controlling persons (each, an “**Indemnified Party**”) from and against any losses, claims, damages or expenses, or if same was or is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any hearing, inquiry or investigation, in each case by reason of (or arising in part out of) any event or occurrence

⁵ This section is intended to be summary in nature. Parties are directed to the Engagement Agreement for the full terms of the Debtors’ indemnification obligations. In the case of any conflict between this Motion and the Engagement Agreement, the Engagement Agreement shall control.

related to the Engagement Agreement or any predecessor agreement for services or the fact that any Indemnified Party is or was an agent, officer director, employee or fiduciary of the Debtors, or by reason of any action or inaction on the part of any Indemnified Party while serving in such capacity (an “**Indemnifiable Event**”) against expenses (including reasonable attorneys’ fees and disbursements), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any Indemnifiable Event.

28. The Indemnification Provisions are customary and reasonable for FTI and for comparable firms providing similar financial advisory services. The terms and conditions of the Indemnification Provisions were negotiated by the Debtors and FTI at arm’s length and in good faith. When viewed in conjunction with the other terms of FTI’s proposed retention, the Indemnification Provisions contained in the Engagement Agreement are reasonable and in the best interest of the Debtors, their estates, and creditors in light of the fact that the Debtors require services of this nature to successfully reorganize.

G. FTI’s Connections with the Debtors

29. To the best of the Debtors’ knowledge, information, and belief, FTI does not have any connection with or any interest adverse to the Debtors, their significant creditors, or any other significant party in interest known to FTI, or their respective attorneys and accountants, except as may be set forth in the Tantleff Declaration. Although the Debtors submit that the retention of FTI is not governed by section 327 of the Bankruptcy Code, the Debtors attach the Tantleff Declaration, which discloses, among other things, any relationship that FTI has with the Debtors, their significant creditors, or other significant parties in interest known to FTI. Based on the disclosures set forth in the Tantleff Declaration, the Debtors do not believe that FTI has any conflict of interest or a material adverse interest to the Debtors.

BASIS FOR RELIEF REQUESTED

30. The Debtors request authority to retain FTI under the terms of the Engagement Agreement pursuant to section 363 of the Bankruptcy Code, which provides in pertinent part that a debtor “after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate” 11 U.S.C. § 363(b). Courts interpreting section 363(b) have held that transactions should be approved pursuant to such provision where, as here, they are supported by management’s sound business judgment. *See, e.g., Meyers v. Martin (In re Martin)*, 91 F.2d 389, 395 (3d Cir. 1996) (*citing Fulton State Bank v. Schipper (In re Schipper)*, 933 F.2d 513, 515 (7th Cir. 1991)); *Comm. Of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063 (2d Cir. 1983); *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 176 (D. Del. 1991) (noting that the Third Circuit had adopted the “sound business purpose” test for section 363(b)).

31. Under the business judgment rule, a court will not interfere with the judgment of a board of directors unless there is a showing of “gross and palpable overreaching.” *In re Marvel Entm’t Group, Inc.*, 273 B.R. 58, 78 (Bankr. D. Del. 2002) (“under the business judgment rule, a board’s ‘decisions will not be disturbed if they can be attributed to any rational purpose’ and a court ‘will not substitute its own notions of what is or is not sound business judgment’”) (*citing Sinclair Oil Corp. v. Levien*, 280 A.2d 717, 719–20 (Del. 1971)).

32. The retention of corporate officers is proper under section 363 of the Bankruptcy Code. Courts recognize the applicability of section 363(b) of the Bankruptcy Code to the use of estate property to compensate individuals employed outside the ordinary course of business. *See In re First Int’l Services Corp.*, 25 B.R. 66, 69 (Bankr. D. Conn. 1982). Indeed, courts have relied upon section 363(b) as the basis upon which to employ and compensate professionals to serve as officers or other management-level personnel employed by the debtors. *See, e.g., In re*

Spancion Inc., Case No. 0-10690 (KJC) (Bankr. D. Del. Apr. 13, 2009); *In re Verasun Energy Corp.*, Case No. 08-12687 (PJW) (Bankr. D. Del. Dec. 17, 2008); *In re WorldSpace, Inc.*, Case No. 08-12412 (KJC) (Bankr. D. Del. Nov. 10, 2008); *In re Hines Horticulture, Inc.*, Case No. 08-11922 (KJC) (Bankr. D. Del. October 2, 2008).

33. The Debtors submit that the retention and employment of FTI is a sound exercise of their business judgment pursuant to section 363 of the Bankruptcy Code, as FTI's services are necessary and essential to the Debtors' restructuring efforts. In addition to the specific knowledge the Co-CROs and the Additional Personnel have acquired about the Debtors' business, the Co-CROs and the Additional Personnel also have extensive experience providing restructuring services to distressed companies. In essence, the Debtors are seeking to continue to employ FTI to advise and guide them through challenging times and to assist with the restructuring of the Debtors and the prosecution of these Chapter 11 Cases. Moreover, numerous bankruptcy courts in this district have analyzed the propriety of a debtor's employment of corporate restructuring officers, advisors, and professionals under section 363 of the Bankruptcy Code on numerous occasions and have determined it is an appropriate exercise of the debtor's business judgment to employ a financial advisor and restructuring professional in this manner.

34. Denying the relief requested herein would deprive the Debtors of the assistance of highly qualified CROs and disadvantage the Debtors and all parties-in-interest. Indeed, the Debtors would be forced to engage a new restructuring officer and new financial advisors who lack a thorough understanding of the Debtors' business and the turnaround and restructuring strategy the Debtors implemented prior to the Petition Date. Further, hiring a new restructuring officer and new financial advisors would involve a steep learning curve, significant time, and additional resources. Accordingly, the Debtors respectfully submit that the services provided by

FTI and the Co-CROs are critical to the Chapter 11 Cases and request that the Court approve the Engagement Agreement in substantially the form attached hereto.

35. The Debtors have determined, in the exercise of their business judgment, that the fee structure set forth in the Engagement Agreement appropriately reflects the nature of the services to be provided by FTI, contains reasonable terms and conditions of employment, and should be approved under section 363 of the Bankruptcy Code. Additionally, the Debtors submit that the employment of FTI to provide the Co-CROs is consistent with the J. Alix Protocol.

REQUEST FOR WAIVER OF BANKRUPTCY RULE 6004(h)

36. The Debtors respectfully request a waiver of the fourteen (14) day stay of effectiveness imposed by Bankruptcy Rule 6004(h) so that the relief requested herein can take effect immediately upon entry of an order approving this Motion.

37. No prior request for the relief sought in this Motion has been made to this or any other court.

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WHEREFORE, the Debtors respectfully request that this Court enter an order granting the relief requested herein and such other and further relief as is just and proper.

Dated: November 21, 2025
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Aaron J. Bach

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*Proposed Counsel to the Debtors and Debtors
in Possession*

Exhibit A

Proposed Form of Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Hudson 1701/1706, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11853 (KBO)

(Jointly Administered)

Re: Docket No. ____

**ORDER AUTHORIZING DEBTORS TO RETAIN FTI CONSULTING, INC. AS
FINANCIAL ADVISOR FOR THE DEBTORS AND DESIGNATING ALAN TANTLEFF
AND ANDREW HINKELMAN AS CO-CHIEF RESTRUCTURING OFFICERS FOR
THE DEBTORS EFFECTIVE AS OF THE PETITION DATE, AND APPROVING THE
ENGAGEMENT AGREEMENT RELATED THERETO**

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (the “**Debtors**”), for entry of an order pursuant to sections 105(a) and 363(b) of the Bankruptcy Code: (i) authorizing the Debtors to retain and employ FTI Consulting, Inc. (“**FTI**”) as their restructuring advisor and designating Alan Tantleff (“**Mr. Tantleff**”) and Andrew Hinkelman (“**Mr. Hinkelman**”) as Co-Chief Restructuring Officers Officers (the “**Co-CROs**,” or individually the “**CRO**”) in connection with the above-captioned chapter 11 cases (collectively, the “**Chapter 11 Cases**”), effective as of the Petition Date, and (ii) approving the engagement agreement (the “**Engagement Agreement**”), and (iii) granting certain related relief; and the Court having reviewed the Motion and the Tantleff Declaration in support of the Motion; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Motion being sufficient under the circumstances

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors’ mailing address is c/o FTI Consulting, Inc. Attn: Alan Tantleff, 1166 Avenue of the Americas, 15th Floor, New York, NY 10036.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

and that no further notice need be given; and after due deliberation the Court having determined that the legal and factual bases set forth in the Motion and at the hearing thereon establish just cause for the relief granted herein; and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code to employ FTI and the FTI professionals to provide services in accordance with the terms and conditions set forth in the Engagement Agreement, as modified herein, effective as of the Petition Date.
3. The Debtors are hereby authorized to designate Mr. Tantleff and Mr. Hinkelman to serve as Co-CROs and certain Additional Personnel to assist the Co-CROs, effective as of the Petition Date, on the terms and conditions set forth in the Motion and the Engagement Agreement.
4. Notwithstanding anything in the Motion or the Engagement Agreement to the contrary:
 - (a) FTI and its affiliates shall not act in any other capacity (for example, and without limitation, as a claims agent/claims administrator, investor/acquirer, or as general counsel) in connection with the Chapter 11 Cases.
 - (b) In the event the Debtors seek to have FTI professionals assume executive officer positions that are different than the positions disclosed in the Motion, or to materially change the terms of the engagement by either (i) modifying the functions of personnel, (ii) adding new executive officers, or (iii) altering or expanding the scope of the engagement, the Debtors shall file a motion or application to modify the retention with the Court.
 - (c) FTI shall file with the Court, with copies to the U.S. Trustee, counsel to the DIP lender, and counsel to any official committee of unsecured creditors appointed in these chapter 11 Cases (together, the “**Notice Parties**”), a report on staffing (the “**Staffing Report**”) by the 30th of each month for the

previous month, which report will include the names, hours worked, and requested compensation by the Co-CROs and all full- and part-time FTI personnel involved in these Chapter 11 Cases for the month and a summary of reimbursable expenses incurred for the relevant period. The Notice Parties shall have fourteen (14) days after the date a Staffing Report is served on the Notice Parties to object to such Staffing Report. The Staffing Report, FTI's staffing decisions, and all compensation identified in the Staffing Report will be subject to review by the Court in the event an objection is filed. FTI will file its first Staffing Report on December 30, 2025, for the period covering the Petition Date through and including November 30, 2025.

- (d) Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the local bankruptcy rules of this Court, any other orders of this Court, or any guidelines regarding submission and approvals of fee applications, FTI and its professionals shall record its time summaries for services rendered in one-tenth (0.10) of an hour increments for purposes of Staffing Reports and Compensation Reports.
- (e) FTI shall disclose any and all facts that may have a bearing on whether the firm, its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtors, their estates, their creditors, or other parties in interest. The obligation to disclose identified in this subparagraph is a continuing obligation.
- (f) The Debtors shall pay, in the ordinary course of business, all amounts invoiced by FTI for fees and expenses incurred in connection with the Firm's retention.
- (g) For a period of three (3) years after the conclusion of the Firm's engagement, neither FTI nor any of its affiliates shall make any investments in any the Debtors or any reorganized Debtor. FTI shall disclose any and all facts that may have a bearing on whether FTI, its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtors, their creditors, or other parties in interest. The obligation to disclose identified in this paragraph is a continuing obligation.
- (h) The Debtors are authorized to indemnify those persons serving as executive officers on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' D&O policies.

5. Notwithstanding any provision to the contrary in the Engagement Agreement, the Debtors are permitted (i) to indemnify those persons acting as executive officers only on the same

terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law; provided, however, Debtors shall have no duty to indemnify or hold FTI harmless for any loss, action, claim, damage, liability, or cost (collectively, "Loss") to the extent such Loss is found, in a final judgment by a court of competent jurisdiction, to have resulted primarily and directly from the willful misconduct, gross negligence, bad faith, or unlawful activities of FTI, and (ii) to provide insurance coverage under the Debtors' director and officer insurance policies to FTI and its personnel.

6. Notwithstanding any provisions of the Engagement Agreement to the contrary, FTI has agreed not to raise or assert any defense based upon jurisdiction, venue, abstention, or otherwise to the jurisdiction and venue of this Court or (if the reference is withdrawn) the District Court for the District of Delaware to hear or determine any controversy or claims with respect to, in connection with, arising out of, or in any way related to FTI's engagement in these chapter 11 Cases.

7. With respect to controversies or claims arising out of or in any way related to the services in the Engagement Agreement, notwithstanding any arbitration, dispute resolution or exclusive jurisdiction provisions contained in the Engagement Agreement, any disputes arising under the Engagement Agreement shall be heard in this Court during the pendency of these cases.

8. To the extent that there may be any inconsistency between the terms of the Motion, the Engagement Agreement, and this Order, the terms of this Order shall govern.

9. Notwithstanding any Bankruptcy Rule (including, without limitation, Bankruptcy Rule 6004(h) or Local Rule that might otherwise delay the effectiveness of this Order, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. The Debtors are authorized and empowered to take all actions necessary to effectuate the relief granted by this Order.

11. This Court shall retain jurisdiction to hear and determine all matter arising from or relating to the implementation or interpretation of this Order.

Exhibit B

Engagement Agreement



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CONFIDENTIAL

November 7, 2025

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16350 Ventura Blvd
Suite D-509
Encino, CA 91436

Dear Ms. Itkin:

This letter confirms that we, FTI Consulting, Inc. ("FTI"), have been retained by you, Hudson 1701/1706 LLC and Hudson 1702, LLC (the "Client"), to provide certain temporary employees to the Client for assistance with various operational, administrative, communication and financial needs (the "Services") in connection with the restructuring of financing and operations. This letter of engagement (the "Engagement Letter") and the related Standard Terms and Conditions attached hereto as Exhibit "A" constitute the engagement contract (the "Engagement Contract") pursuant to which the Services will be provided (the provision of such Services, the "Engagement"). This agreement supersedes FTI's prior agreement dated September 28, 2025.

1. Temporary Officers, Hourly Temporary Employees and Services

FTI will provide Alan Tantleff and Andrew Hinkelman to serve as the Client's Co-Chief Restructuring Officers (the "CRO" and the "Temporary Officer") reporting to the Independent Manager of Client ("Independent Manager") in connection with the Engagement. The Temporary Officer, as well as any additional Hourly Temporary Staff, (as defined below), shall have such duties as the Independent Manager may from time to time determine, and shall at all times report to and be subject to supervision by the Independent Manager. Without limiting the foregoing, the Temporary Officer, as well as any Hourly Temporary Staff, shall work with other senior management of the Client, and other professionals, to provide the Services.

In addition to providing the Temporary Officer, FTI may also provide the Client with additional staff (the "Hourly Temporary Staff" and, together with the Temporary Officer, the "FTI Professionals"), subject to the terms and conditions of this Engagement Contract. The Hourly Temporary Staff may be assisted by or replaced by other FTI professionals reasonably satisfactory to the Independent Manager, as required, who shall also become Hourly Temporary Staff for purposes hereof. The detail of the Services being provided by the CRO and Hourly Temporary Staff is set out on Exhibit "B". FTI will keep the Independent Manager reasonably informed as to FTI's staffing of the Engagement.

The Services may be performed by FTI or by any subsidiary or affiliate of FTI, as FTI shall determine. FTI may also provide Services through its or its subsidiaries' or affiliates' agents or independent contractors. References herein to FTI and its employees shall be deemed to apply also, unless the context shall otherwise indicate, to employees of each such subsidiary, affiliate, and to any such agents or independent contractors and their employees. For purposes of this Engagement Contract, the term "affiliate" shall mean and include any entity that directly or indirectly controls, is controlled by, or is under common control with a party, for as long as such relationship remains in effect. The term "control"

means the possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, through contract or otherwise.

On October 22, 2025 Client filed petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), therefore, FTI’s provision of the Temporary Officer is subject to approval of the Bankruptcy Court and the services provided by the Temporary Officer shall be substantially similar as provided in this Agreement as modified by the retention order approved by the Bankruptcy Court. Client agrees, at Client’s expense, to file a motion (the “Motion”) to employ FTI as crisis and turnaround manager (or chief restructuring officer) effective as of the petition date pursuant to Bankruptcy Code section 363. Client agrees to file the Motion, for the employment or retention of FTI at the earliest practical time.

As usual, our Engagement is to represent the Client and not its individual directors, managers, officers, employees, members or shareholders. We, however, anticipate that we may provide information or advice to directors, managers, members, officers or employees in their corporate capacities over the course of the Engagement.

The Services do not include (i) audit, legal, tax, environmental, accounting, actuarial, employee benefits, or insurance advice or similar specialist and other professional services which are typically outsourced and which shall be obtained directly where required by the Client at Client’s expense; or (ii) investment banking, valuation or securities analysis, or advising any party with respect to or representation of the Client in the purchase, sale or exchange of securities or representation of the Client in securities transactions. FTI is not a registered broker-dealer in any jurisdiction and will not offer advice or its opinion or any testimony on valuation or exchanges of securities or on any matter for which FTI is not appropriately licensed or accredited. An affiliate of FTI is a broker-dealer but is not being engaged by the Client to provide any investment banking or broker-dealer services. The Client agrees to supply office space, and office and support services to FTI as reasonably requested by FTI in connection with the performance of the Services.

2. Compensation to FTI

Hourly Rates

The normal hourly billing rates for the professionals with the skills and experience needed for engagements of this kind, which are subject to periodic revision, are as follows:

United States

	<u>Per Hour (USD)</u>
Senior Managing Director	\$1,270 - 1,580
Director / Senior Director / Managing Director	\$940 - 1,195
Consultant / Senior Consultant	\$535 - 850
Administrative / Paraprofessional	\$195 – 395

FTI will perform the Services consistent with a Budget, agreed to by the Client and approved by Client’s senior secured creditor.

All payments will be due upon receipt of the invoice. For your information and use, FTI’s Taxpayer Identification Number is 52-1261113. If Client disputes any of the fees or expenses on a specific invoice,

the Client shall notify FTI within thirty (30) days of receipt of the invoice of such a dispute. If Client fails to notify FTI within the thirty (30) day period, the Client shall have waived its right to dispute such invoice.

Without limiting FTI's other rights and remedies, if any payment is not paid by Client within thirty (30) days of the date of invoice, then interest shall accrue, from the thirty-first (31st) day until payment in full is received, at the rate of one and one half (1 ½ %) percent per month. Nothing herein shall be construed as extending the due date of payments to be made by Client under this Engagement Contract. In addition to any other remedies set forth above, and any other remedies available at law, FTI reserves the right to suspend further Services until payment is received on past-due invoices. It is FTI's normal practice to be paid in full for all work performed to date prior to issuance of a report, deposition testimony and/or trial testimony. Client agrees to pay all court costs, attorney fees (whether or not contingent on collection from Client) and other expenses which may be associated with the collection of unpaid invoices. Should Client require FTI to submit invoices via an electronic billing service, any associated fees incurred for these electronic billing services shall be billed directly to the Client for reimbursement.

Direct expenses include reasonable and customary out-of-pocket expenses which are billed directly to the Engagement such as internet access, telephone, overnight mail, messenger, travel, meals, accommodations and other expenses specifically related to this Engagement. Further, if FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this matter, FTI will be compensated by you at its regular hourly rates and reimbursed for reasonable allocated and direct expenses (including counsel fees) with respect thereto. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.

3. Billing.

FTI will provide periodic invoices (not less frequently than monthly) to Client for Services performed in the previous invoice period plus any incidental services and other amounts approved in writing. All expenses will be billed at cost without markup. In certain circumstances, an invoice may be for estimated fees, charges, and disbursements through a date certain.

Client agrees that invoices are due upon receipt. Client shall make any objections to the invoice in writing to FTI within fifteen (15) business days of the receipt of the invoice. FTI shall have fifteen (15) business days of receipt of such an objection to send a (i) revised invoice, (ii) written response to the objection(s), or (iii) combination of (i) and (ii). Any reductions made to an invoice pursuant to this paragraph shall be reflected on the next invoice sent by FTI. To the extent the Parties are unable to consensually resolve a dispute over an invoice, such disputes shall be resolved in accordance with the applicable dispute resolution provisions of this Engagement Contract.

Post-petition fees, charges and disbursements will be due and payable immediately at such time thereafter as instructed by the Bankruptcy Court. The Client understands that while the arrangement in this paragraph may be altered in whole or in part by the Bankruptcy Court, Client shall nevertheless remain liable for payment of court approved post-petition fees and expenses which are afforded administrative priority under Bankruptcy Code section 503(b)(1). Bankruptcy Code section 1129(a)(9)(A) provides that a plan cannot be confirmed unless these priority claims are paid in full in cash on the effective date of any plan (unless the holders of such claims agree to different treatment).

Additional Provisions Regarding Fees:

- a) FTI may stop work or terminate the Engagement Contract immediately upon the giving of written notice to the Client (i) if payments are not made in accordance with this Engagement Contract, (ii) if the Application is not approved by the Bankruptcy Court, (iii) if the chapter 11 case is dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or (iv) if a chapter 11 Trustee or other responsible person is appointed.
- b) If, and only if, local Bankruptcy rules or the order approving the Application so require, FTI shall file with and serve on creditors entitled to notice thereof, a statement of staffing, professional services, compensation or expenses, on a quarterly basis, or as the Bankruptcy Court or rules may direct, and creditors and other parties in interest shall have an opportunity to object thereto and request a hearing thereon.
- c) Client agrees that FTI is not an employee of the Client and the FTI employees and independent FTI contractors who perform the Services are not employees of the Client, and they shall not receive a W-2 from the Client for any fees earned under this engagement, and such fees are not subject to any form of withholding by the Client. The Client shall provide FTI a standard form 1099 on request for fees earned under this Engagement.
- d) Copies of Invoices shall be sent by facsimile or email as follows:

To the Client at:

Hudson 1701/1706 LLC and Hudson 1702, LLC
Ms. Robbin Itkin
Independent Manager
16350 Ventura Blvd
Suite D-509
Encino, CA 91436

- e) If a dispute develops about our fees, the Client may be entitled under Part 137 of the Rules of the Chief Administrator of the New York Courts to arbitration of that dispute if it involves more than \$150,000.

4. Availability of Information

In connection with FTI's activities on the Client's behalf, the Client agrees (i) to furnish FTI with all information and data concerning the business and operations of the Client which FTI reasonably requests, and (ii) to provide FTI with reasonable access to the Client's officers, directors, partners, employees, retained consultants, independent accountants, and legal counsel. FTI shall not be responsible for the truth or accuracy of materials and information received by FTI under this Engagement Contract.

5. Terms and Conditions

The attached Standard Terms and Conditions set forth the duties of each party with respect to the Services. Further, this Engagement Letter and the Standard Terms and Conditions attached comprise the entire Engagement Contract for the provision of the Services to the exclusion of any other express or implied terms, whether expressed orally or in writing, including any conditions, warranties and representations, and shall supersede all previous proposals, pre-engagement confidentiality agreements, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services.

6. Conflicts of Interest

FTI has undertaken a limited review of its records to determine FTI's professional relationships with the Client and this Engagement. From the results of such review, we were not made aware of any conflicts of interest or relationships that we believe would preclude us from performing the Services. However, as you know, FTI is a large consulting firm with numerous offices globally. FTI is regularly engaged by new clients, which may include one or more parties with interests potentially adverse to the Client. The FTI professionals providing Services hereunder will not accept an engagement that directly conflicts with this Engagement without Client's prior written consent.

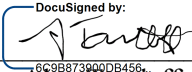
7. Acknowledgement and Acceptance

Please acknowledge your acceptance of the terms of this Engagement Contract by signing the confirmation below and returning a copy to us at the above address.

If you have any questions regarding this Engagement Letter or the attached Standard Terms and Conditions, please do not hesitate to contact Alan Tantleff at +1 212.499.3613 or Andrew Hinkelman at +1 415.370.7427.

Very truly yours,

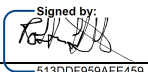
FTI CONSULTING, INC.

By: 
Name: Alan Tantleff
Title: Senior Managing Director, Real Estate Solutions
And Practice Leader, Hospitality, Gaming & Leisure

Confirmation of Terms of Engagement

We agree to engage FTI Consulting, Inc. upon the terms of this Engagement Contract, which includes the attached Standard Terms and Conditions.

Hudson 1701/1706 LLC and Hudson 1702, LLC

By: 
 513DDF859AFE459...
 Ms. Robbin Itkin
 Authorized Signatory

 Date: 11/7/2025

Contact Information of the person designated to receive & approve invoices:	
Name:	
Address:	
Phone:	
Email:	
AP Invoice Email (if applicable):	
Invoice Processing Information	
Please list any information required on the Invoice (i.e., Purchase Order #, Hours by Resource, Fees broken down by workstream, etc.)	
Require invoice submission via electronic billing system?	
If yes, please provide the necessary electronic billing system information (i.e., e-bill internet address):	

EXHIBIT A

FTI CONSULTING, INC.

STANDARD TERMS AND CONDITIONS

The following are the Standard Terms and Conditions on which we will provide the Services to you set forth within the attached letter of engagement with the Hudson 1701/1706 LLC and Hudson 1702, LLC dated as of November 7, 2025 (the “Engagement Letter”). This agreement supersedes FTI’s prior agreement dated September 28, 2025. The Engagement Letter and the Standard Terms and Conditions (collectively the “Engagement Contract”) form the entire agreement between us relating to the Services to the exclusion of any other express or implied terms, including any conditions, warranties and representations, and shall supersede all previous proposals, pre-engagement confidentiality agreements, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services. The headings and titles in the Engagement Contract are included to make it easier to read but do not form part of the Engagement Contract. Capitalized terms used but not defined shall have the meanings assigned in the Engagement Letter to which these Standard Terms and Conditions are attached.

1. Reports and Advice

- 1.1 **Use and purpose of advice and reports** — Any advice given or report issued by FTI is provided solely for Client’s use and benefit and only in connection with the purpose for which the Services are rendered. Unless required by law, Client shall not provide any advice given or report issued by FTI to any third party, or refer to FTI or the Services, without FTI’s prior written consent, which shall be conditioned on the execution of a third party release letter in the form provided by FTI and attached hereto as Schedule A. Notwithstanding the foregoing, the Client may disclose any advice given or report issued by FTI to its affiliates and its and their respective directors, officers, employees, legal counsel, accountants and auditors who have a need to know, and who are bound by written agreements and/or rules of professional conduct/ethics to maintain confidentiality. In no event, regardless of whether consent has been provided, shall FTI assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available.

2. Information and Assistance

- 2.1 **Provision of information and assistance** – FTI’s performance of the Services is dependent upon Client providing FTI with such information and assistance as FTI may reasonably require from time to time. FTI shall rely on such information without independent verification. If FTI’s performance of its obligations under this Engagement Contract is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, FTI shall not be deemed in breach of its obligations under this Engagement Contract or otherwise liable for any damages sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.
- 2.2 **Punctual and accurate information** – Client shall use reasonable skill, care and attention to ensure that all information FTI may reasonably require is provided on a timely basis and is accurate, complete, and relevant for the purpose for which it is required. Client shall also notify FTI if Client subsequently learns that any information provided is incorrect or inaccurate or otherwise should not be relied upon.
- 2.3 **No assurance on financial data** – While FTI’s work may include an analysis of financial and accounting data, the Services will not include an audit, compilation or review of any kind of any financial statements or components thereof. Client management will be responsible for any and all financial information they provide to FTI during the course of this Engagement, and FTI will not examine, compile, or verify any such financial information. Moreover, the circumstances of the Engagement may cause FTI’s advice to be limited in certain respects based upon, among other matters, the extent of sufficient and available data and

the opportunity for supporting investigations in the time period. Accordingly, as part of this Engagement, FTI will not express any opinion or other form of assurance on financial statements of the Client or any other person.

- 2.4 **Prospective financial information** - In the event the Services involve prospective financial information, FTI's work will not constitute an examination or compilation, or apply agreed-upon procedures, in accordance with standards established by the American Institute of Certified Public Accountants or otherwise, and FTI will express no assurance of any kind on such information. There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. FTI will take no responsibility for the achievability of results or events projected or anticipated by the Client's management.

3. Additional Services

- 3.1 **Responsibility for other parties**— Client shall be solely responsible for the work and fees of any other party engaged by Client to provide services in connection with the Engagement regardless of whether such party was introduced to Client by FTI. Except as provided in this Engagement Contract (including section 2 of the Engagement Letter with respect to the retention of certain agents and independent contractors), FTI shall not be responsible for providing or reviewing the advice or services of any such third party, including advice as to legal, regulatory, accounting or taxation matters. Further, FTI acknowledge that it is not authorized under this Engagement Contract to engage any third party to provide services or advice to Client, other than FTI's affiliates, agents, or independent contractors engaged to provide Services, without Client's written authorization.

4. Confidentiality

- 4.1 **Restrictions on confidential information**— Both parties agree that any confidential information received from the other parties shall only be used for the purposes of providing or receiving Services under this or any other contract between us. Except as provided below, no party will disclose any other contracting party's confidential information to any third party without such party's consent. Confidential information shall not include information that:
- 4.1.1 is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 4.1;
 - 4.1.2 is acquired from a third party who, to the recipient party's knowledge, owes no obligation of confidence in respect of the information; or
 - 4.1.3 is or has been independently developed by the recipient (without the use of confidential information).
- 4.2 **Disclosing confidential information** – Notwithstanding Clause 1.1 or 4.1 above, all parties will be entitled to disclose confidential information to a third party to the extent that this is required by valid legal process, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other parties.
- 4.3 **Citation of engagement** – Without prejudice to Clauses 4.1 and 4.2 above, subject to Client's separate and prior written consent, FTI may be entitled to cite the performance of the Services hereunder to our clients and prospective clients as an indication of our experience and use the Client name and logo in connection with such disclosure.
- 4.4 **Internal quality reviews** – Notwithstanding the above, we may disclose any information referred to in this Clause 4 to any other FTI entity or use it for internal quality reviews; *provided*, that we shall cause such persons to keep such information confidential in accordance with the terms of this Engagement Contract.

4.5 **Maintenance of workpapers** – Notwithstanding the above, we may keep one archival set of our working papers from the Engagement, including working papers containing or reflecting confidential information, in accordance with our internal policies; *provided*, that we shall keep such materials confidential in accordance with the terms of this Engagement Contract.

4.6 **Data Protection** - In this paragraph, the terms “controller”, “personal data”, “processed”, “processor”, “processing” shall have the meaning given to them, or any equivalent terms, in applicable data protection laws. FTI and the Client will each act as separate and individual controllers in relation to any personal data processed by the Client or FTI in connection with this Engagement Contract. FTI and the Client will each comply with its own respective obligations under applicable data protection laws in relation to their processing of personal data under this Engagement Contract. Should the Services involve cross border transfers of personal data, FTI and the Client hereby enter into Module 1 of the EU Standard Contractual Clauses published by the European Commission and the UK Addendum to the EU Standard Contractual Clauses published by the ICO (where applicable) (together the “**Standard Contractual Clauses**”), with either the Client or FTI acting as data exporter and either the Client or FTI as data importer, as appropriate), in respect of any international transfer of personal data which would be prohibited by applicable data protection law in the absence of the Standard Contractual Clauses, in the form and manner set out at <https://fitechnology.com/trust/cidta>. The Client acknowledges that FTI may appoint processors to process personal data on its behalf in connection with the Services. Such processors may be located overseas. Where required by applicable data protection law, FTI will enter into appropriate safeguards with these processors. Client and FTI agree that no “sale” (as that term is defined under applicable data protection laws) of personal data is intended as part of the Engagement Contract, and both parties will take steps to ensure no sale occurs. The parties agree that any provision of personal data by one party to another under the Engagement Contract is necessary to perform a business purpose and is not part of, and explicitly excluded from, the exchange of consideration, or any other thing of value, between the parties.

5. Termination

5.1 **Termination of Engagement with notice**—This Engagement Contract is terminable by the Client or by FTI at any time upon the giving of thirty (30) days written notice. Upon such termination by the Client (the “Termination Date”), FTI shall cease work and the Client shall have no further obligation for fees and expenses of FTI arising or incurred after the Termination Date, provided, however, that, notwithstanding any termination by the Client or by FTI in the circumstances described in paragraph (a) under “Additional Provisions Regarding Fees” in the Engagement Letter,

a) The Client shall reimburse FTI for its out-of-pocket expenses (the “Termination Expenses”) incurred in connection with commitments made by FTI prior to the Termination Date with respect to advance travel arrangements reasonably incurred, to the extent FTI is unable to obtain refunds of such expenses. FTI shall provide the Client with reasonable documentation to substantiate all Termination Expenses for which payment is requested; and

5.2 **Continuation of terms**— The terms of the Engagement that by their context are intended to be performed after termination or expiration of this Engagement Contract, including but not limited to, Clauses 2 and 4 of the Engagement Letter, and Clauses 1.1, 4, 6, and 7 of these Standard Terms and Conditions, are intended to survive such termination or expiration and shall continue to bind all parties.

6. Indemnification, Insurance and Liability Limitation

6.1 Indemnification –

Subject to any limitation post-petition required by the Bankruptcy Court, the Client agrees to indemnify and hold harmless FTI and its shareholders, directors, officers, managers, employees, contractors, agents and controlling persons (each, an “Indemnified Party”) from and against any losses, claims, damages or expenses, or if same was or is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any hearing, inquiry or investigation, in each case by reason of (or arising in part out of) any event or occurrence related to this Engagement Contract or

any predecessor agreement for services or the fact that any Indemnified Party is or was an agent, officer, director, employee or fiduciary of the Client, or by reason of any action or inaction on the part of any Indemnified Party while serving in such capacity (an “Indemnifiable Event”) against expenses (including reasonable attorneys’ fees and disbursements), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any Indemnifiable Event. The Application shall include the assumption by the Client of FTI’s right to indemnification in respect of its actions under this Engagement Contract prior to the petition date. The Indemnified Party shall promptly forward to the Client all written notifications and other matter communications regarding any claim that could trigger the Client’s indemnification obligations under this Section 6. If the Client so elects or is requested by an Indemnified Party, the Client will assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the reasonable fees and disbursements of such counsel. In the event, however, such Indemnified Party is advised by counsel that having common counsel would present such counsel with a conflict of interest or if the defendants in, or targets of, any such action or proceeding include both an Indemnified Party and the Client, and such Indemnified Party is advised by counsel that there may be legal defenses available to it or other Indemnified Parties that are different from or in addition to those available to the Client, or if the Client fails to assume the defense of the action or proceeding or to employ counsel reasonably satisfactory to such Indemnified Party, in either case in a timely manner, then such Indemnified Party may employ separate counsel to represent or defend it in any such action or proceeding and the Client will pay the reasonable fees and disbursements of such counsel; provided, however, that the Client will not be required to pay the fees and disbursements of more than one separate counsel (in addition to local counsel) for an Indemnified Party in any jurisdiction in any single action or proceeding. In any action or proceeding the defense of which the Client assumes, the Indemnified Party will have the right to participate in such litigation and to retain its own counsel at such Indemnified Party’s own expense. The Client further agrees that the Client will not, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, delayed, or conditioned), settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party or any other Indemnified Party is an actual or potential party to such claim, action, suit or proceeding) unless (i) to the extent that such settlement, compromise or consent purports directly or indirectly to cover the Indemnified Party or any other Indemnified Party, such settlement, compromise or consent includes an unconditional release of the Indemnified Party and each other Indemnified Party from all liability arising out of such claim, action, suit or proceeding, or (ii) to the extent that such settlement, compromise or consent does not purport directly or indirectly to cover the Indemnified Party or any other Indemnified Party, the Client has given the Indemnified Party reasonable prior written notice thereof and used all reasonable efforts, after consultation with the Indemnified Party, to obtain an unconditional release of the other Indemnified Parties hereunder from all liability arising out of such claim, action, suit or proceeding. The Indemnified Party shall not enter into any closing agreement or final settlement that could trigger the Client’s indemnification obligations under this Section 6 without the written consent of the Client, which shall not unreasonably be withheld or delayed or conditioned. The Client will not be liable for any settlement of any action, claim, suit or proceeding affected without the Client’s prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, but if settled with the consent of the Client or if there be a final judgment for the plaintiff, the Client agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement or judgment, as the case may be.

- 6.2 **Insurance** –In addition to the above indemnification and provision regarding advancement of fees/expenses, FTI employees serving as directors or officers of the Client or its affiliates will receive the benefit of the most favorable indemnification and advancement provisions provided by the Client to its directors, officers and any equivalently placed employees, whether under the Client’s charter or by-laws, by contract or otherwise. The Client shall specifically include and cover employees and agents serving as directors and officers of the Client or its affiliates from time to time with direct coverage under the Client’s policy for liability insurance covering its directors, officers and any equivalently placed employees. Prior to FTI accepting any director or officer position, the Client shall, at the request of FTI, provide FTI a copy of its current D&O policy, a certificate of insurance evidencing the policy is in full force and effect, and a copy of the signed board resolutions and any other document that FTI may reasonably request evidencing the appointment and coverage of the indemnitees. The Client shall maintain such D&O insurance for the

period through which claims can be made against such persons. In the event the Client is unable to include FTI employees and agents under the Client's policy or does not have first dollar coverage acceptable to FTI in effect for at least \$10 million, FTI may, subject to the prior written consent of the Client, attempt to purchase a separate D&O insurance policy that will cover the FTI employees and agents only. The cost of the policy shall be invoiced to the Client as an out-of-pocket expense. Notwithstanding anything to the contrary, the Client's indemnification obligations in this Section 6 shall be primary to (and without allocation against) any similar indemnification and advancement obligations of FTI, its affiliates and insurers to the indemnitees (which shall be secondary), and the Client's D&O insurance coverage for the indemnitees shall be specifically Primary to (and without allocation against) other valid and collectible insurance coverage that may apply to the indemnitees (whether provided by FTI or otherwise). In connection with this Engagement, Client represents to FTI that (i) it has timely remitted and will continue to timely remit to the appropriate beneficiaries all employee source deductions, payroll and other taxes, benefits deductions, and contribution to employee benefit programs, and has timely collected and remitted sales and use and other similar taxes to appropriate collecting authorities and will continue timely to do so; (ii) there is no litigation or other proceeding pending, or to knowledge of Client, threatened (nor is Client aware of facts that could give rise to such), in each case that seeks or could give rise to personal liability of officers and directors of Client; and (iii) Client has been in continuing compliance with all applicable laws and regulations concerning the discharge, treatment, storage, transportation or use of hazardous materials and is aware of no facts or circumstances that could give rise to Client responsibility or liability under such laws and regulations.

- 6.3 **Limitation of liability** – Client agrees that no Indemnified Person shall be liable to the Client, or its successors, affiliates, or assigns, for damages in excess of the total amount of the fees paid to FTI under this Engagement Contract. Without limiting the generality of the foregoing, in no event shall any Indemnified Person be liable for consequential, indirect or punitive damages, damages for lost profits or opportunities or other like damages or claims of any kind. In the event that FTI agrees hereunder and/or in writing to accept liability to more than one party, the limit of FTI's liability set forth in this Section 6.3 shall be shared between the parties, and in no event shall FTI's aggregate liability exceed the total amount of the fees paid to FTI under this Engagement Contract.
7. **Governing Law, Jurisdiction, WAIVER OF JURY TRIAL, Compliance with Law, Notice and Miscellaneous**
- 7.1 **Governing Law** The Engagement Contract shall be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to the choice of law provisions thereof.
- 7.2 **Jurisdiction.** - The United States District Bankruptcy Court for the District of Delaware shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Contract and any matter arising from it. The parties submit to the jurisdiction of such court and irrevocably waive any right they may have to object to any action being brought in this court, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.
- 7.3 **WAIVER OF JURY TRIAL** – TO FACILITATE JUDICIAL RESOLUTION AND SAVE TIME AND EXPENSE, THE CLIENT AND FTI IRREVOCABLY AND UNCONDITIONALLY AGREE TO WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR THIS ENGAGEMENT CONTRACT.
- 7.4 **Compliance with Laws** - Each of FTI and the Client agrees that it will comply with all anti-corruption, anti-money laundering, anti-bribery and other economic sanctions laws and regulations of the United States, United Kingdom, European Union and United Nations (collectively, the "ABC/AML/Sanction Laws") in connection with this Engagement. The Client further agrees that it shall not, and it shall procure its employees not to, pay or cause other person(s) to pay FTI using any funds that would result in a violation of any of the ABC/AML/Sanction Laws by either Client or FTI, or otherwise take any action that would result in a violation of any of the ABC/AML/Sanction Laws by either Client or FTI. Each of FTI and the Client shall promptly notify the other party in the event of any violation or failure to comply with ABC/AML/Sanction Laws in connection with this Engagement, or allegations relating thereto, by such

party or its directors, officers, employees or agents.

- 7.5 **Notice** - All notices, requests, consents, claims, demands, waivers, and other formal communications under this Engagement Contract shall be in writing and shall be deemed to have been given (a) when delivered by hand, (b) when received by the addressee, if sent by a nationally recognized overnight courier (evidence of receipt requested), (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient (in each case, if successfully transmitted and with a copy sent via one of the other methods of delivery specified in this paragraph), or (d) upon delivery, if mailed by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below, or at such other address for a party as shall be specified in a notice given in accordance with this paragraph:

If to FTI: FTI Consulting, Inc.
555 12th Street NW, Suite 700
Washington, D.C., 20004
Attn: Legal Department
Email: legal@fticonsulting.com

If to Client:
Hudson 1701/1706 LLC and Hudson 1702, LLC
Ms. Robbin Itkin
Independent Manager
16350 Ventura Blvd
Suite D-509
Encino, CA 91436

Email: ted@parkviewfinancial.com


- 7.6 **Miscellaneous** – Client shall not assign any of its rights or delegate any of its obligations under this Engagement Contract without the prior written consent of FTI. Any purported assignment or delegation in violation of this provision is null and void. No assignment or delegation relieves Client of any of its obligations under this Engagement Contract. This Engagement Contract represents the entire understanding of the parties hereto and supersedes any and all other prior agreements among the parties regarding the subject matter hereof; shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and permitted assigns; may be executed and sent electronically (followed by originals sent via regular mail if requested by a party), and in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; and may not be waived, modified or amended unless in writing and signed by a representative of the Client and FTI. The provisions of this Engagement Contract shall be severable. No failure to delay in exercising any right, power or privilege related hereto, or any single or partial exercise thereof, shall operate as a waiver thereof. This Engagement Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason hereof.

FTI CONSULTING, INC.

Confirmation of Standard Terms and Conditions

We agree to engage FTI Consulting, Inc. upon the terms set forth in these Standard Terms and Conditions as outlined above.

Hudson 1701/1706 LLC and Hudson 1702, LLC

By: 
 Signed by: 53DQF959AFE459

 Ms. Robbin Itkin
 Authorized Signatory

 Date: 11/7/2025

EXHIBIT B
Scope of Services

Liquidity Forecasting and Project Development

- Evaluate current liquidity position and expected future cash outflows
- Evaluate minimum cash requirement levels
- Manage and control cash disbursements
- Manage and lead the completion of the existing remodeling project at the Hudson Hotel
- Provide government relations assistance to obtain cure approval and lifting the stop work order
- Work closely with project contractors
- Assist in the preparation of weekly and monthly liquidity reporting and construction status

Restructuring/Other Advisory Services

- Coordinate the activities of the Company's advisory team and advise the Independent Manager on the restructuring;
- Manage the day-to-day activities of the restructuring;
- Assist with working capital management
- Participate in development of strategy to negotiate with key stakeholders in order to effectuate a restructuring
- Regular complete reporting to the Client's senior secured creditor
- Assist the Client in developing strategy relating to vendors and other constituents
- Assist the Client and, if necessary, other advisors in developing strategy relating to existing and prospective capital providers in conjunction with a sale transaction or restructuring
- Assist with sizing any DIP financing requirements, and presenting cash flows and other diligence information to potential lenders

Asset Sales, if Requested

- Assist with data collection and information gathering related to third party due diligence relating to potential transactions with financial and strategic buyers
- Advise and assist the Client and other professionals retained by the Client in developing, negotiating and executing chapter 11 strategy, Section 363 sales or other potential sales of all or portions of the Client's assets

Chapter 11 Planning and Execution Services

- Assist the Client in contingency planning including the evaluation, planning and execution of a potential chapter 11 filing
- Assist Client personnel with the communications and negotiations, at your request and under your guidance, with lenders, creditors, and other parties-in-interest including the preparation of financial information for distribution to such parties-in-interest
- Advise and assist the Client in the compilation and preparation of financial information, statements, schedules and monthly operating reports necessary due to requirements of the Bankruptcy Court and/or Office of the US Trustee
- Assist the Client and its other advisors with the formulation of a chapter 11 plan of reorganization / liquidation and the preparation of the corresponding disclosure statement
- Assist the Client in the preparation of a liquidation valuation for a reorganization plan and/or negotiation purposes
- Assist the Client in managing and executing the reconciliation process involving claims filed by all creditors
- Provide testimony in the chapter 11 case as necessary or appropriate at the Client's request and support Client's evaluation of the characterization of its contracts and leases and supporting analysis and testimony

Other Services

- Perform other services as agreed upon by Client and FTI that may be reasonably requested and are customary in this type of engagement

TO BE ON FTI LETTERHEAD

SCHEDULE A

FTI STANDARD RELEASE LETTER

[Date]

Third Party Name
ADDRESS
CITY, STATE, ZIP

To whom it may concern.

Pursuant to that engagement letter dated _____, 202_ (the "Engagement Letter") between FTI Consulting, Inc. ("FTI") and _____ ("Client"), FTI has been engaged to perform certain services solely for the Client (the "Services") in connection with _____.

Client has requested that FTI provide [name of recipient] (the "Recipient") access to the report of its findings dated [date] and including any subsequent revisions, updates or addendums thereto (together, the "Report"). Recipient acknowledges that this Report was prepared at the direction of Client, was performed exclusively for Client's sole benefit and use, may not include all procedures deemed necessary for the purposes of Recipient, and that certain findings and information may have been communicated to Client that are not reflected in the Report. Recipient further acknowledges that (a) the Report is being provided for informational purposes only; (b) the Report shall not constitute, either expressly or impliedly, any representation or affirmation by FTI as to the accuracy, completeness and/or fairness of presentation of the Report or any statements or information contained therein; and (c) Recipient will make any decisions based on its own investigation, due diligence and analysis, independent of, and without reliance on or reference to, the contents of the Report or any other opinions or conclusions of FTI.

In consideration of FTI allowing Recipient access to the Report and, if requested by Recipient, discussing the Report, Recipient agrees that it does not acquire any rights as a result of such access that it would not otherwise have had and acknowledges that FTI does not assume any duties or obligations to Recipient in connection with such access.

Recipient agrees to release FTI and its personnel from any claims or causes of action by Recipient that arise as a result of FTI permitting Recipient access to the Report. Recipient agrees not to sue or participate in any way (except as required by a validly issued court order or subpoena) in any legal proceeding, dispute, or cause of action against FTI arising out of or relating to the Report, including any claim that Recipient has in any way relied upon the Report. Recipient acknowledges that FTI does not owe or accept a duty to Recipient, whether in contract or in tort, or however otherwise arising.

Further, Recipient agrees not to disclose or distribute the Report, or any other information received orally or in writing from FTI, to any other parties without FTI's prior written consent. Notwithstanding the foregoing, Recipient may disclose the Report (a) to its Affiliates and its and their respective directors, officers, and employees, (the "Representatives") who have a need to receive the Report in connection with the purpose for which the Report is being provided to you and solely for informational purposes, (b) to its legal counsel, accountants and auditors who are bound by written agreements and/or rules of professional conduct/ethics to maintain the Report as confidential ("Professional Advisors"), (c) to its advisors (including but not limited to financial advisors), consultants, lenders and/or potential investors, provided that, before any disclosure of the Report, each advisor, consultant, lender and/or potential investor executes its own release letter with FTI with terms no less restrictive than those contained herein, provided, further that Recipient remains responsible for any breach of this letter agreement by its Representatives or Professional Advisors. Recipient may also disclose the Report as required by any applicable law, or by order or ruling of any competent judicial, governmental, regulatory or supervisory body, provided, to the extent legally permissible, Recipient provides FTI with written notice promptly upon becoming aware of such obligation and reasonably cooperates with FTI, at FTI's expense, in FTI's efforts to obtain a protective order and/or limit the scope of such disclosure. Notwithstanding the foregoing, no notice is required regarding any disclosure of any information to a

regulator or governmental agency having jurisdiction over Recipient or its Affiliates in the course of such regulator's or governmental agency's routine examination, reporting, audit or inspection not targeting the Report or the Services. For purposes of this letter agreement, the term "Affiliate" shall mean and include any entity that directly or indirectly controls, is controlled by, or is under common control with Recipient, for as long as such relationship remains in effect. The term "control" means the possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, through contract or otherwise.

Recipient's obligations hereunder do not prohibit Recipient from disclosing, without attribution or reference in any matter to FTI or the Report, any information that: (a) is or becomes publicly available other than by a breach of this letter agreement; (b) is or becomes available to Recipient from a third party who is known by Recipient to not be prohibited from disclosing such information by a contractual, or legal obligation; (c) is known to Recipient prior to the date of this letter agreement; or (d) that Recipient develops independently without the use of or reliance on the Report. FTI is not authorized to and does not waive any other non-use or non-disclosure obligations which may apply to Client's or any other party's information that may be subject to confidentiality agreements.

This letter agreement constitutes the entire agreement between the parties regarding the subject matter hereof and shall be governed by the laws of the State of New York, without giving effect to the choice of law provisions thereof.

Please confirm your agreement with the foregoing by signing and dating a copy of this letter and returning it to FTI.

Sincerely,

[INSERT FTI SMD or MD name here]
[Senior Managing Director/Managing Director]
FTI Consulting, Inc.

Acknowledged, accepted and agreed:

[ENTER RECIPIENT NAME]

By: _____

(Name of Company official)

Exhibit C

Tantleff Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Hudson 1701/1706, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11853 (KBO)

(Jointly Administered)

**DECLARATION OF ALAN TANTLEFF IN SUPPORT OF DEBTORS' MOTION FOR
AN ORDER, PURSUANT TO SECTIONS 105(a) AND 363(b) OF THE BANKRUPTCY
CODE, AUTHORIZING DEBTORS TO RETAIN FTI CONSULTING, INC. AS
FINANCIAL ADVISOR FOR THE DEBTORS AND DESIGNATING ALAN TANTLEFF
AND ANDREW HINKELMAN AS CO-CHIEF RESTRUCTURING OFFICERS FOR
THE DEBTORS EFFECTIVE AS OF THE PETITION DATE, AND APPROVING THE
ENGAGEMENT AGREEMENT RELATED THERETO**

I, Alan Tantleff, being duly sworn, hereby state as follows:

1. I am a Senior Managing Director and leader of the Hospitality, Gaming, and Leisure industry practice of FTI Consulting, Inc. ("FTI"), a leading global business advisory firm with over 50 offices worldwide and over 8,100 employees, where I specialize in, among other things, workouts and financial restructurings of lodging, hospitality, and commercial real estate businesses. I have over thirty (30) years of diverse, hands-on experience in areas of commercial real estate development, workouts and restructuring, asset management, structured debt and equity financing, and acquisitions and dispositions.

2. Before joining FTI, I was a Managing Director at Hotel Asset Value Enhancement, a boutique asset management and advisory practice dedicated to the hospitality industry. I also worked at BlackRock Financial Services, assisting the efforts in workouts and restructuring of the financial manager's \$6 billion sub debt portfolio. I have previously held senior management

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors' mailing address is c/o FTI Consulting, Inc. Attn: Alan Tantleff, 1166 Avenue of the Americas, 15th Floor, New York, NY 10036.

positions at Jones Lang LaSalle, Granite Partners (Savills), The Prudential Insurance Company of America, and Sands Casino in Atlantic City.

3. I have earned numerous awards and accolades throughout my career, including Crain's New York Business's 2023 Notable Leaders in Real Estate, Real Estate New York's Top "40 under 40" influential people in New York real estate and RealShare New York's "Commercial Broker All-Stars." Recently, I was named to Turnaround and Workout Magazine's "People to Watch," and National Real Estate Investor named me "Exit Strategy Guru" in an article about the timely disposition of hotel assets. I have authored numerous articles and columns in various trade and industry publications.

4. I hold an M.S. in Real Estate Investment and Development from New York University (1991) and a B.S. in Hotel Management, School of Hotel Administration, Cornell University (1987). I am a licensed real estate broker in The State of New York, a Certified Insolvency and Restructuring Advisor, and a Certified Turnaround Professional.

5. I am authorized to make this declaration on behalf of FTI and in support of the in support of the *Debtors' Motion for an Order, Pursuant to Sections 105(A) and 363(b) of the Bankruptcy Code, Authorizing Debtors to Retain FTI Consulting, Inc. as Financial Advisor for the Debtors and Designating Alan Tantleff and Andrew Hinkelman as Co-Chief Restructuring Officers for the Debtors Effective as of the Petition Date, and Approving the Engagement Agreement Related Thereto* (the "**Motion**").² Except as otherwise noted, I have personal knowledge of the matters set forth herein or have been informed of the matters set forth herein by other professionals at FTI.

² All capitalized terms used but not otherwise defined herein shall have the meaning ascribed in the Motion.

FTI Consulting, Inc.'s Qualifications

6. FTI has a wealth of experience in providing financial advisory services in complex restructurings and reorganizations. FTI has an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors and creditors throughout the United States. FTI's expertise includes liquidity and capital structure assessment, debt and equity restructuring advice, and identification of reorganization alternatives.

7. In selecting FTI, the Debtors sought an advisor with in-depth experience in providing services to distressed companies. FTI employs seasoned professionals with vast knowledge and experience in assisting companies experiencing financial and operational challenges, and FTI regularly assists businesses like the Debtors'.

8. In addition, FTI has provided similar services and personnel in cases in this District. *See, e.g., In re Marelli Automotive Lighting USA LLC*, Case No. 25-11034 (Bankr. D. Del. Aug. 11, 2025); *In re Nikola Corp.*, Case No. 25-10258 (Bankr. D. Del. Apr. 21, 2025); *In re PGX Holdings, Inc.*, Case No. 23-10718 (Bankr. D. Del. Aug. 2, 2023); *In re SL Liquidation LLC*, Case No. 23-10207 (Bankr. D. Del. Apr. 19, 2023); *In re Starry Group Holdings, Inc.*, Case No. 23-10219 (Bankr. D. Del. Mar. 30, 2023).

9. As a result of the significant prepetition work performed on behalf of the Debtors, FTI, Andrew Hinkelman ("**Mr. Hinkelman**") and I have acquired substantial knowledge of the Debtors and their business and are intimately familiar with the Debtors' financial affairs and systems, capital structure, operations, and related matters. During FTI's prepetition engagement, FTI assisted the Debtors' management team with, among other things, managing and forecasting the Debtors' liquidity position, preparing for the Debtors' chapter 11 filing and first day relief, and other financial analysis and planning. Accordingly, I believe that FTI, Mr. Hinkelman and I are

both well-qualified and uniquely able to represent the Debtors in these chapter 11 cases in an efficient and timely manner.

Services to be Provided

10. The terms and conditions of the Engagement Agreement were negotiated between the Debtors and FTI at arms' length and in good faith and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement. Subject to the Court's approval, the Debtors anticipate that FTI will perform the following financial advisory services (collectively, the "**Services**"), among others, pursuant to the terms and provisions of the Engagement Agreement, as necessary and appropriate, and as mutually agreed upon by FTI and the Debtors:³

- a. Provide Alan Tantleff and Andrew Hinkelman as Co-Chief Restructuring Officers;
- b. Evaluate liquidity position, cash needs, and disbursement controls;
- c. Lead completion of the existing remodeling project at the Hudson Hotel;
- d. Provide government relations support to obtain approvals and lift stop work orders;
- e. Prepare weekly and monthly liquidity and construction reports;
- f. Coordinate the advisory team and assist the Independent Manager with restructuring activities;
- g. Manage day-to-day restructuring operations and working capital;
- h. Develop and implement strategies for negotiations with key stakeholders, vendors, and creditors;
- i. Prepare and present cash flow analyses and diligence materials for potential lenders and DIP financing;
- j. Support data collection and due diligence for potential asset sales or Section 363 transactions;

³ The summaries of the Engagement Agreement contained in this Motion are provided for purposes of convenience only. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Engagement Agreement, the terms of the Engagement Agreement shall control.

- k. Assist with Chapter 11 contingency planning, filings, and creditor communications;
- l. Prepare required financial reports, statements, and disclosure materials for the Bankruptcy Court;
- m. Support development of a plan of reorganization or liquidation and related valuation analyses;
- n. Manage the claims reconciliation process and provide testimony or analysis as needed; and
- o. Perform additional customary services as reasonably requested and are customary in this type of engagement.

11. I understand that such Services are necessary to the Debtors' efforts to conduct an orderly reorganization in these chapter 11 cases. If necessary, the individuals working on this matter will be assisted by or replaced by various professionals at various levels.

12. The Services provided by FTI will complement, and not duplicate, the services to be rendered by any other professional retained in these chapter 11 cases.

Professional Compensation

13. As set forth more fully in the Engagement Agreement, the Debtors and FTI have agreed to the following terms of compensation and expense reimbursement (the "**Fee Structure**"). The Engagement Agreement provides that FTI will be compensated for providing the services of (a) myself and Andrew Hinkelman as Co-Chief Restructuring Officers at the rate of \$1,495.00 per hour, and (b) other Firm professionals at rates between of \$195 per hour and \$1,580 per hour, depending upon the seniority and role of the individual professional. In addition to the fees described above, FTI will bill for all out-of-pocket expenses reasonably incurred by FTI in connection with the matters contemplated by this engagement.

14. In addition to compensation for professional services, FTI will seek reimbursement for reasonable and documented out-of-pocket expenses incurred in connection with these chapter 11 Cases, including, without limitation, travel costs. All fees and expenses will be billed on a monthly basis, and invoices are payable upon receipt by the Debtors.

Reporting Requirements

15. If the Court grants the relief requested herein, FTI will be employed in these chapter 11 Cases pursuant to section 363 of the Bankruptcy Code. Because FTI is not being employed as a professional under section 327 of the Bankruptcy Code, FTI will not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code.

16. However, to maintain transparency and to comply with the U.S. Trustee's protocol applicable to the retention of personnel under section 363 of the Bankruptcy Code (sometimes referred to as the "**J. Alix Protocol**"), FTI will file with the Court and provide notice to the United States Trustee for Region 3 (the "**U.S. Trustee**"), counsel to the DIP Lenders (as defined in the First Day Declaration), and counsel to any official committee of unsecured creditors appointed in these chapter 11 Cases (the "**Committee**", and collectively, the "**Notice Parties**"), a report on staffing (the "**Staffing Report**") by the 30th of each month for the previous month, which report will include the names, hours worked, and requested compensation by the Co-CROs and all full- and part-time FTI personnel involved in these Chapter 11 Cases for the month and a summary of reimbursable expenses incurred for the relevant period. The Notice Parties shall have fourteen (14) days after the date a Staffing Report is served on the Notice Parties to object to such Staffing Report. The Staffing Report, FTI's staffing decisions, and all compensation identified in the Staffing Report will be subject to review by the Court in the event an objection is filed. FTI will file its first Staffing Report on December 30, 2025, for the period covering the Petition Date

through and including November 30, 2025. For the avoidance of doubt, the Co-CROs and the Additional Personnel will not be required to submit time entries in one-tenth of an hour increments, as required by Local Rule 2016-1(d)(iv), but instead may submit time entries in one-hour increments.

17. The hourly rates that FTI proposes to charge in these chapter 11 Cases are FTI's hourly rates currently in effect and are similar to the rates FTI generally charges for special situations, restructuring, workout, bankruptcy, insolvency, and comparable matters whether in court or otherwise, regardless of whether a fee application is required, and to rates that comparable advisors would charge to perform work in such matters.

18. I believe that the Fee Structure is reasonable, market-based, and designed to compensate FTI fairly for its work and to cover fixed and routine overhead expenses. The Fee Structure appropriately reflects the nature of the services to be provided by FTI and the fee structures typically utilized by firms of similar stature to FTI for comparable engagements, with respect to both in- and out-of-court restructurings. The Fee Structure is consistent with FTI's normal and customary billing practices for cases of this size and complexity and that require the level and scope of services outlined herein.

19. For the ninety (90) days prior to the Petition Date, FTI received advanced payments in the aggregate amount of \$150,000 for professional services performed and to be performed, including services related to the commencement and administration of these chapter 11 Cases. FTI has a remaining credit balance in favor of the Debtors for professional services performed and to be performed, and expenses incurred and to be incurred, in connection with these chapter 11 Cases in the amount of approximately \$107,013.00 (the "**Retainer**"). FTI intends to apply the Retainer to any outstanding amounts relating to the period prior to the Petition Date that were not processed

through FTI's billing system as of the Petition Date. FTI intends to retain the balance of the Retainer on account for services rendered and expenses incurred subsequent to the Petition Date. All invoices for prepetition services have been paid in full or will be satisfied by the remaining Retainer. Accordingly, as of the Petition Date, FTI does not hold any prepetition claim against the Debtors for fees or expenses.

Indemnification

20. Subject to the approval of the Court, and as a material part of the consideration for which FTI has agreed to provide the Services described herein, the Debtors have agreed to standard indemnification provisions, which are contained in the Engagement Agreement (the “**Indemnification Provisions**”). The Indemnification Provisions provide that the Debtors will indemnify FTI and its shareholders, directors, officers, managers, employees, contractors, agents and controlling persons (each, an “**Indemnified Party**”) from and against any losses, claims, damages or expenses, or if same was or is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in, any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any hearing, inquiry or investigation, in each case by reason of (or arising in part out of) any event or occurrence related to the Engagement Agreement or any predecessor agreement for services or the fact that any Indemnified Party is or was an agent, officer director, employee or fiduciary of the Debtors, or by reason of any action or inaction on the part of any Indemnified Party while serving in such capacity (an “**Indemnifiable Event**”) against expenses (including reasonable attorneys’ fees and disbursements), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any Indemnifiable Event.

21. The Indemnification Provisions are customary and reasonable for firms providing services similar to the Services. Accordingly, as part of the Motion, the Debtors request

that this Court approve the Indemnification Provisions as set forth in the Engagement Agreement, as modified herein and in the Proposed Order.

FTI's Connections with Parties-in-Interest.

22. In connection with the preparation of this Declaration, FTI conducted a review of its contacts with the Debtors, their affiliates and certain entities holding large claims against or interests in the Debtors that were made reasonably known to FTI. A listing of the parties reviewed is reflected on **Schedule 1** to this Declaration. FTI's review, completed under my supervision, consisted of a query of the Schedule 1 parties within an internal computer database⁴ containing names of individuals and entities that are present or recent former clients of FTI. A listing of such relationships that FTI identified during this process is set forth in **Schedule 2** to this Declaration.

23. Based on the results of its review, except as otherwise discussed herein, FTI does not have a relationship with any of the parties on Schedule 1 in matters related to these proceedings. FTI has provided and could reasonably expect to continue to provide services unrelated to the Chapter 11 Cases for the various entities shown on Schedule 2. FTI's assistance to these parties has been related to providing various financial restructuring, litigation support, technology, strategic communications, and economic consulting services. To the best of my knowledge and except as otherwise disclosed herein, no services have been provided to these parties in interest that involve any rights related to the Debtors and the Chapter 11 Cases, nor does FTI does not hold or represent any interest adverse to the bankruptcy estates, nor does FTI's involvement in these chapter 11 cases compromise its ability to continue such consulting services.

24. In addition to the disclosures set forth on Schedule 2, FTI discloses the following:

- FTI is currently engaged to provide accounting services, including financial statement preparation, audit support, and related services, for The Ground Lease REIT, Inc. and certain of its affiliates ("**Ground Lease**"), including

⁴ FTI's computer database covers FTI Consulting, Inc. and its wholly owned subsidiaries globally.

356W58 Ground Lessor, LLC (the “**Ground Lease Engagement**”). As set forth in the First Day Declaration, the Debtors occupy the Hudson Hotel property⁵ under that certain 99-year *Ground Lease* dated as of May 4, 2022 (as may be amended) with 356W58 Ground Lessor, LLC. For the avoidance of doubt, FTI’s engagement by Ground Lease does not include any services related to the Debtors’ Chapter 11 Cases, nor negotiations with 356W58 Ground Lessor, LLC or any of its affiliated entities. Out of an abundance of caution, FTI has implemented an ethical wall between FTI’s engagement on behalf of the Debtors (the “**Debtor Engagement**”) and the Ground Lease Engagement to prevent any cross-contamination of confidential information between the engagements. Additional details regarding the ethical wall and protective measures implemented are set forth below. FTI believes that the Ground Lease Engagement does not (x) compromise its ability to provide services to the Debtors in these Chapter 11 Cases or (y) represent an adverse interest with respect to the Debtors’ estates.

- Rachel Chesley, a Senior Managing Director in FTI Consulting Inc. (“FTI”)’s Strategic Communications segment, is the daughter-in-law of Richard Chesley, a partner at DLA Piper. The Debtors propose to retain certain segments of FTI as restructuring advisors and to engage certain FTI personnel as co-chief restructuring officers in these Chapter 11 Cases. It is my understanding that Rachel Chesley and Richard Chesley are not involved in these Chapter 11 Cases.

25. Each FTI Professional working on the Debtor Engagement (each a “**Debtor Engagement Professional**” and collectively, the “**Debtor Engagement Professionals**”) shall acknowledge in writing that: (i) he or she may receive certain nonpublic information and that he or she is aware of the ethical wall in effect and will follow these ethical wall procedures; (ii) no individual who worked on the Ground Lease Engagement shall (A) serve as a Debtor Engagement Professional, (B) provide any advice or services to the Debtor Engagement, or (C) directly or indirectly share with the Debtors or the Debtors’ professionals any nonpublic information generated by, received in connection with, or relating to the Ground Lease Engagement; (iii) Debtor Engagement Professionals shall not directly or indirectly share any nonpublic information generated by, received from or relating to the Debtors or the Chapter 11 Cases with

⁵ The real property known as 353 West 57th Street Condominium and by the street number 353-361 West 57th Street a/k/a 358-366 West 58th Street, New York, New York.

other FTI colleagues, except that a good-faith communication of publicly-available information shall not be presumed to be a breach of the obligations of FTI or any Debtor Engagement Professionals under these ethical wall procedures; (iv) FTI is setting up electronic internal security walls to ensure that only Debtor Engagement Professionals and other employees involved with or working on the Debtor Engagement have access to the electronic files relating to the Debtor Engagement, and to ensure that none of the Debtor Engagement Professionals or other employees involved with or working on the Debtor Engagement may have access to the electronic files relating to the Ground Lease Engagement; (v) consistent with its ordinary course compliance practice, FTI will periodically audit these software walls and related security for compliance; and (vi) FTI shall immediately disclose to Debtors' counsel and the U.S. Trustee any material breaches of the procedures described herein. If FTI ceases to act as advisor to the Debtors, it will continue to follow the procedures set forth above until a plan has been confirmed in the Debtors' Chapter 11 Cases or the Chapter 11 Cases have been converted or dismissed.

26. As part of its diverse practice, FTI appears in numerous cases, proceedings and transactions that involve many different professionals, including attorneys, accountants and financial consultants, who may represent claimants and parties-in-interest in the Chapter 11 Cases. Also, FTI has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys, law firms and financial institutions, some of whom may be involved in these Chapter 11 Cases. In addition, FTI has in the past, may currently and will likely in the future be working with or against other professionals involved in these cases in matters unrelated to the Debtors and the Chapter 11 Cases. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests adverse to the Debtors in matters upon which FTI is to be employed

and none are in connection with the Chapter 11 Cases.

27. FTI is not a “creditor” of the Debtors within the meaning of Bankruptcy Code section 101(10). Further, neither I nor any other member of the FTI engagement team serving the Debtors, to the best of my knowledge (a) is a creditor, equity security holder, or insider of any of the Debtors; (b) is or has been within two years before the Petition Date, a director, officer, or employee of any of the Debtors; or (c) has any interest materially adverse to the interests of the Debtors’ estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason. As such, to the best of my knowledge and based upon the results of the relationship search described above and disclosed herein, FTI (i) is a “disinterested person” as defined in Bankruptcy Code section 101(14) and (ii) neither holds nor represents an interest adverse to the Debtors or their estates. Therefore, FTI believes it is eligible to represent the Debtors under the J. Alix Protocol.

28. It is FTI’s policy and intent to update and expand its ongoing relationship search for additional parties-in-interest in an expedient manner. If any new material relevant facts or relationships are discovered or arise, FTI will file a supplemental declaration pursuant to Bankruptcy Rule 2014(a).

29. Finally, neither Mr. Hinkelman, FTI, nor myself have entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in these Chapter 11 Cases, (a) for the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) for payment of such compensation from the assets of the estates in excess of the compensation allowed by this Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) for payment of compensation in connection with these Chapter 11

Cases other than in accordance with the applicable provisions of the Bankruptcy Code.

Pursuant to 28 U.S.C § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 21, 2025

/s/ Alan Tantleff

Alan Tantleff

Chief Restructuring Officer

Hudson 1701/1706 LLC and Hudson 1702, LLC

Schedule 1

(List of Potential Parties in Interest)

INTERESTED PARTIES LIST
Hudson 1701/1706, LLC

Debtors

Hudson 1701/1706, LLC
Hudson 1702, LLC

Non-Debtor Affiliate

Parkview Financial REIT, LP
PV Hudson LLC
Parkview Financial, LLC

Lender

Parkview Financial REIT, LP

Banks & Fin. Institution

Western Alliance Bancorporation
Flagstar Bank

Managers, Officers and Key Personnel

Robbin Itkin
Alan Tantleff
Andrew Hinkelman
Paul Rahimian
Ted Jung

Former Equity Holders/Management

Alberto Smeke Saba
Salomon Smeke Saba
CSC Hudson, LLC
Michelle A. Dreyer

Bankruptcy Professionals

DLA Piper
FTI Consulting, Inc.
Chipman Brown Cicero & Cole, LLP
Kurtzman Carson Consultantes, LLC dba Verita
Global

Broker & Insurers

Lloyd's of London
CAC Specialty
Arch Insurance Company
Landmark American Insurance Company
Amherst Specialty Insurance Company
Homeland Insurance Company of Delaware
Mesa Underwriters Specialty Insurance
Company

Syndicate 2623/623 at Lloyd's
Accelerant Specialty Insurance Company
Southwest Marine and General Insurance
Company
StarStone Specialty Insurance Company
Houston Specialty Insurance Company
Travelers Casualty and Surety Company of
America
Liberty Surplus Insurance Corporation
Syndicate 33 at Lloyd's, managed by Hiscox
Syndicates Limited
Kevin Muller
R-T Specialty
RSG Specialty, LLC
Beazley USA Services, Inc.
Quantum Specialty Group
Program Brokerage Corporation
BMS Group Ltd
Hub Int'l Northeast Ltd
AllState
Western Alliance Bancorporation
First American Title Insurance Company
IPFS of New York

Other Professionals

Landis Rath & Cobb LLP
Adler & Stachhenfeld LLP
Herrick, Feinstein LLP
Womble Bond Dickinson (US) LLP
Vedder Price P.C.
Pachulski Stang Ziehl & Jones LLP
Hogan Lovells US LLP
SchatzCo V LLC
Rivkin Radler LLP

Landlords & Lessors

356W58 Ground Lessor LLC
GLR Capital Investments, LLC
Montgomery Street Partners Capital
Investments, LLC
MSP Capital Investments, L.L.C.
GLP REIT Advisors, LLC
Ground Lease REIT Advisors, LLC
Fitness International, LLC

Mechanics Lienholders

Gardinier Theobald Inc.
Elysium Construction Inc.
Tritech Electrical Data Inc.
Alba Services, Inc.
Superior Chutes

Contractors

Taconic Development Advisors, LLC
Tri-Hill Management LLC
AES Lighting
HMS Abadi
Alba Services Inc.
Aqua Wall
Advanced Plumbing Corporation
Alba Electric Corp
Alba Façade
AJP Contracting Corporation
CMBM LLC
Chutes Express
DMV Mechanical
Elysium Construction Inc.
F.S. Site Corp.
Global Security
Graham Corporation
Harrys Construction Corp
Interstate Wood Floors Inc.
Junkluggers, LLC
Lawrence Glass, Inc.
Marco & M Home Solutions Corp.
Master Glass, Corp.
Maverick Industries Corp.
Mulligan Security LLC
Mincey Marble
NY Insulation
Noble Stone
Nouveau Elevator Industries LLC
Paladin Risk Management LTD
Perfectaire
R&A Painting Corp
RocLedge Manufactured Stone, LLC
Skyline Risk Management
Tri-State Construction Inc.
Tiger Cabinets Inc.
Universal Stone
V10 Specialties
Vulpis
RCN Telecom Services of New York, LP d/b/a
Astound Broadband
Advantage Wholesale Supply

CoinMac
Con Edison
Dial a Bug
Ditchik & Ditchik
Firecom Inc.
Gilbar
Johnson Control Security Solutions
Johnson Controls
Primo Water
Spectrum Business
TFP1 Inc d/b/a Total Fire Protection
Royal Abstract of New York, LLC
Apco Group, Inc.

Taxing and Governmental Authorities

City of New York
State of New York
New York Office of the Attorney General
New York State Department of Taxation and
Finance
Securities & Exchange Commission (D.C.
Address)
Securities and Exchange Commission (NY, NY
Address)
Internal Revenue Service
Delaware State Treasury
Delaware Secretary of State Delaware Office of
the Attorney General

Regulatory Bodies

New York City Department of Housing
Preservation and Development
New York City Department of Housing
Preservation and Development Inclusionary
Housing Unit
New York City Department of Buildings
New York City of Environmental Protection
New York City Department of Finance

Top 20

356W58 Ground Lessor
Fitness International, LLC
Alberto Smeke Saba
Saloman Smeke Saba
HUB
Nouveau Elevators
FS Site
Mulligan Security
DMV Mechanical

NY City Department of Environmental
Protection
Abadi
Firecom Inc.
Ditchik & Ditchik
Universal Stone
Lighting Workshop
Johnson Controls
AJP
Tiger Cabinets Inc.
Lawrence Glass
Nonstop Plumbing

Bankruptcy Judges and Staff

Judge Laurie Selber Silverstein
Judge John T. Dorsey
Judge Craig T. Goldblatt
Judge Thomas M. Horan
Judge Karen B. Owens
Judge Brendan L. Shannon
Judge J. Kate Stickles
Judge Mary F. Walrath
Stephen L. Grant, Sr
Lauren Attix
James R. O'Malley
Demitra Yeager
Nickita Barksdale
Amanda Hrycak
Danielle Gadson
Jill Walker
Rachel Bello
Paula Subda
Claire Brady
Marquietta Lopez
Laura Haney
Nikki Washington
Cacia Batts
Lora Johnson
Al Lugano

United States Trustee and Staff

Timothy J. Fox, Jr.
Benjamin Hackman
Hannah M. McCollum
Jane Leamy
Joseph McMahon
Linda Casey
Linda Richenderfer
Malcolm M. Bates
Michael Girello

Nyanquoi Jones
Shakima L. Dortch
Jonathan Lipshie
Jonathan Nyaku
Joseph Cudia
Holly Dice
Christine Green
Hawa Konde

Utilities

RCN Telecom Services of New York, LP d/b/a
Astound Broadband
Spectrum Business
Con Edison
Advantage Wholesale Supply

Litigation Parties

New York Hotel and Gaming Trades Council
Hector Luciano Gonzalez
Raymond Hickey and Tana Hickey

SCHEDULE 2
SCHEDULE OF INTERESTED PARTIES THAT CURRENTLY EMPLOY
OR HAVE FORMERLY EMPLOYED FTI

INTERESTED PARTY OR AFFILIATE	RELATIONSHIP TO DEBTOR	CLIENTS AND THEIR AFFILIATES
Hudson 1701/1706, LLC	Debtor	Hudson 1701/1706, LLC is a current client and is subject to this retention application.
Hudson 1702, LLC	Debtor	Hudson 1702, LLC is a current client and is subject to this retention application.
AllState	Broker & Insurers	AllState is a current client in matters unrelated to the Debtors.
Arch Insurance Company	Broker & Insurers	Arch Insurance Company is a current client in matters unrelated to the Debtors.
Astound Broadband	Contractors/Utilities	Astound Broadband is a current client in matters unrelated to the Debtors.
Beazley USA Services, Inc.	Broker & Insurers	Beazley USA Services, Inc. is a current client in matters unrelated to the Debtors.
City of New York	Taxing and Governmental Authorities	City of New York is a current client in matters unrelated to the Debtors.
Con Edison	Contractors/Utilities	Con Edison is a current client in matters unrelated to the Debtors.
DLA Piper	Bankruptcy Professionals	DLA Piper is a current client in matters unrelated to the Debtors.
First American Title Insurance Company	Broker & Insurers	First American Title Insurance Company is a current client in matters unrelated to the Debtors.
Flagstar Bank	Banks & Fin. Institution	Flagstar Bank is a current client in matters unrelated to the Debtors.
Herrick, Feinstein LLP	Other Professionals	Herrick, Feinstein LLP is a current client in matters unrelated to the Debtors.
Hogan Lovells US LLP	Bankruptcy Professionals/Other Professionals	Hogan Lovells US LLP is a current client in matters unrelated to the Debtors.
HUB	Top 20 Unsecured Creditors	HUB is a current client in matters unrelated to the Debtors.
Johnson Controls	Top 20 Unsecured Creditors/Contractors	Johnson Controls is a current client in matters unrelated to the Debtors.
Landmark American Insurance Company	Broker & Insurers	Landmark American Insurance Company is a current client in matters unrelated to the Debtors.
Liberty Surplus Insurance Corporation	Broker & Insurers	Liberty Surplus Insurance Corporation is a current client in matters unrelated to the Debtors.
Lloyd's of London	Broker & Insurers	Lloyd's of London is a current client in matters unrelated to the Debtors.
Pachulski Stang Ziehl & Jones LLP	Other Professionals	Pachulski Stang Ziehl & Jones LLP is a current client in matters unrelated to the Debtors.
Primo Water	Contractors	Primo Water is a current client in matters unrelated to the Debtors.
Rivkin Radler LLP	Other Professionals	Rivkin Radler LLP is a current client in matters unrelated to the Debtors.
Securities & Exchange Commission (D.C. Address)	Taxing and Governmental Authorities	Securities & Exchange Commission (D.C. Address) is a current client in matters unrelated to the Debtors.

SCHEDULE 2
SCHEDULE OF INTERESTED PARTIES THAT CURRENTLY EMPLOY
OR HAVE FORMERLY EMPLOYED FTI

Securities and Exchange Commission (NY, NY Address)	Taxing and Governmental Authorities	Securities and Exchange Commission (NY, NY Address) is a current client in matters unrelated to the Debtors.
Spectrum	Contractors/Utilities	Spectrum is a current client in matters unrelated to the Debtors.
StarStone Specialty Insurance Company	Broker & Insurers	StarStone Specialty Insurance Company is a current client in matters unrelated to the Debtors.
Travelers Casualty and Surety Company of America	Broker & Insurers	Travelers Casualty and Surety Company of America is a current client in matters unrelated to the Debtors.
Vedder Price P.C.	Other Professionals	Vedder Price P.C. is a current client in matters unrelated to the Debtors.
Womble Bond Dickinson (US) LLP	Other Professionals	Womble Bond Dickinson (US) LLP is a current client in matters unrelated to the Debtors.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	Chapter 11
Hudson 1701/1706, LLC, <i>et al.</i> , ¹	Case No. 25-11853 (KBO) (Jointly Administered)
Debtors.	Hearing Date: December 12, 2025, at 10:00 a.m. (ET) Obj. Deadline: December 5, 2025, at 4:00 p.m. (ET)

**NOTICE OF DEBTORS' MOTION FOR AN ORDER, PURSUANT TO SECTIONS
105(a) AND 363(b) OF THE BANKRUPTCY CODE, AUTHORIZING DEBTORS
TO RETAIN FTI CONSULTING, INC. AS FINANCIAL ADVISOR FOR THE
DEBTORS AND DESIGNATING ALAN TANTLEFF AND ANDREW HINKELMAN AS
CO-CHIEF RESTRUCTURING OFFICERS FOR THE DEBTORS EFFECTIVE AS OF
THE PETITION DATE, AND APPROVING THE ENGAGEMENT AGREEMENT
RELATED THERETO**

PLEASE TAKE NOTICE that on November 21, 2025, the above-captioned debtors and debtors-in-possession (the “**Debtors**”) filed the *Debtors’ Motion for an Order, Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code, Authorizing Debtors to Retain FTI Consulting, Inc. as Financial Advisor for the Debtors and Designating Alan Tantleff and Andrew Hinkelman as Co-Chief Restructuring Officers for the Debtors Effective as of the Petition Date, and Approving the Engagement Agreement Related Thereto* (the “**Motion**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that responses, if any, to the Motion, must be filed on or before **December 5, 2025, at 4:00 p.m. (Eastern Time)** (the “**Objection Deadline**”) with the Court, 824 North Market Street, Third Floor, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that at the same time, you must serve a copy of the response on (a) proposed counsel to the Debtors, Chipman Brown Cicero & Cole LLP, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801 (Attn: William E. Chipman, Jr. and Mark D. Olivere; [chipman@chipmanbrown.com] and [olivere@chipmanbrown.com]); and (b) the Office of the United States Trustee for Region 3, J. Caleb Boggs Federal Building, 844 King Street, Lockbox 35, Wilmington, Delaware 19801 (Attn: Malcolm M. Bates [malcolm.m.bates@usdoj.gov]), so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held on **December 12, 2025, at 10:00 a.m. (Eastern Time)** before the Honorable Karen B. Owens in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Sixth Floor, Court Room 3, Wilmington, Delaware 19801.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors’ mailing address is c/o FTI Consulting, Inc. Attn: Alan Tantleff, 1166 Avenue of the Americas, 15th Floor, New York, NY 10036.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED, SERVED AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: November 21, 2025
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Aaron J. Bach

William E. Chipman, Jr. (No. 3818)

Mark D. Oliveri (No. 4291)

Aaron J. Bach (No. 7364)

Alison R. Maser (No. 7430)

Hercules Plaza

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Wilmington, Delaware 19801

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bach@chipmanbrown.com

maser@chipmanbrown.com

Proposed Counsel to the Debtors