

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)
Debtors.	(Jointly Administered)
	Hearing Date: December 12, 2025, at 10:00 a.m. (ET)
	Obj. Deadline: December 5, 2025, at 4:00 p.m. (ET)

APPLICATION OF THE DEBTORS FOR ENTRY OF
AN ORDER (I) AUTHORIZING THE DEBTORS TO RETAIN
AND EMPLOY DLA PIPER LLP (US) AS SPECIAL COUNSEL, EFFECTIVE
AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

Hudson 1701/1706, LLC and Hudson 1702, LLC (together, the “Debtors”) submit this application (the “Application”) for the entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), authorizing the Debtors’ retention and employment of DLA Piper LLP (US) (“DLA Piper”) as special counsel to the Debtors, effective as of the Petition Date. In support of the Application, the Debtors state as follows.²

RELIEF REQUESTED

1. The Debtors seek entry of the Proposed Order, authorizing the Debtors to retain and employ DLA Piper, as special counsel to the Debtors under section 327(e) of the Bankruptcy Code for those matters described in this Application, effective as of the Petition Date. In support of this Application, the Debtors submit and incorporate by reference the *Declaration of Stuart M. Brown* (the “Brown Declaration”), a copy of which is attached to this Application as **Exhibit B**,

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 A detailed description of the Debtors and their businesses, including the facts and circumstances giving rise to the Debtors’ 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* [D.I. 60] (the “First Day Declaration”). Capitalized terms used but not otherwise defined in this Application have the meaning given to them in the First Day Declaration.



and the *Declaration of Alan Tantleff* (the “Tantleff Declaration”), a copy of which is attached to this Application as **Exhibit C**.

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter under 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 as of February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A).

3. Under 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 order by the Court on this Application to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with article III of the United States Constitution.

4. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

5. The statutory bases for the requested relief by this Application are sections 327(e), 330, and 1107(b) of 11 U.S.C. § 101 *et seq.* (the “Bankruptcy Code”), Rules 2014(a), 2016(b) and 6003 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Local Rule 2014-1.

BACKGROUND

6. On October 22, 2025 (the “Petition Date”), each Debtor commenced a voluntary case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”). The Debtors are operating their business and managing their property as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code.

7. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no official committees have been appointed or designated.

8. Additional information regarding the Debtors' business operations, corporate and capital structures, and restructuring efforts are described in greater detail in the First Day Declaration.

DLA PIPER'S QUALIFICATIONS

9. DLA Piper is well qualified to serve as Debtors' special counsel in these Chapter 11 Cases. DLA Piper, including its international affiliates, is one of the largest law firms in the world, with a national and global practice, and has substantial experience in litigation, corporate, finance, real estate, and virtually all other aspects of the law.

10. DLA Piper provides an array of sophisticated services to assist financially distressed businesses and their creditors in maximizing value and recoveries in a broad range of challenging circumstances. DLA Piper's lawyers have played significant roles in many large and middle market cases under the Bankruptcy Code as counsel and special counsel to debtors, including, among many others: *In re Azzur Group Holdings, et al.*, Case No. 25-10342 (KBO) (Bankr. D. Del. Mar. 2, 2025); *In re UpHealth Holdings, Inc., et al.*, Case No. 23-11476 (LSS) (Bankr. D. Del. Nov. 16, 2023); *In re Vesttoo Ltd., et al.*, Case No. 23-11160 (MFW) (Bankr. D. Del. Sept. 21, 2023); *In re AeroFarms, Inc., et al.*, Case No. 23-10737 (MFW) (Bankr. D. Del. July 29, 2023); *In re Fast Radius, Inc., et al.*, Case No. 22-11051 (JKS) (Bankr. D. Del. Dec. 13, 2022); *EYP Group Holdings, Inc.*, Case No. 22-10367 (MFW) (Bankr. D. Del. April 24, 2022); *Pennsylvania Real Estate Investment Trust*, Case No. 20-12737 (KBO) (Bankr. D. Del. November 1, 2021); *In re Covia Holdings Corporation, et al.*, Case No. 20-33295 (DRJ) (Bankr. S.D. Tex. Aug. 20, 2020) (special counsel); *Valeritas Holdings, Inc.*, Case No. 20-10290 (LSS) (Bankr. D. Del. February 9, 2020); *Comcar Industries, Inc.*, Case No. 20-11120 (JTD) (Bankr. D. Del. May 17, 2020); *LK Bennett U.S.A., Inc.*, Case No. 19-10760 (JTD) (Bankr. D. Del. April 3, 2019);

Celadon Group, Inc., Case No. 19-12606 (KBO) (Bankr. D. Del. Dec. 8, 2019); *In re New Cotai Holdings, LLC, et al.*, Case No. 19-22911 (RDD) (Bankr. S.D.N.Y. Sep. 26, 2019) (special counsel); and *Promise Healthcare Group, LLC*, Case No. 18-12491 (CSS) (Bankr. D. Del. Nov. 5, 2018); *In re ADPT DFW Holdings LLC, et al.*, Case No. 17-31432 (Bankr. N.D. Tex. July 24, 2017) (special counsel).

11. DLA Piper is familiar with the Debtors' businesses through DLA Piper's prepetition representation of the Debtors and Parkview Financial, LLC, an affiliate of the Debtors' lender, Parkview Financial REIT, LP ("Parkview"), which commenced in 2024. DLA Piper does not represent Parkview in these Chapter 11 Cases.³ DLA Piper has assisted the Debtors in the prepetition development of strategic alternatives, including assisting the Debtors in drafting a fallback business plan regarding their business operations and negotiating with the former owners, the ground lessor, vendors and mechanics lienholders. DLA Piper and the Debtors agreed that DLA Piper would provide legal services as special counsel to the Debtors in connection with these Chapter 11 Cases according to that certain engagement letter agreement between the Debtors and DLA Piper, dated as of October 21, 2025 (the "Engagement Letter"), a copy of which is attached to this Application as **Exhibit D**. Pursuant to this Application, DLA Piper seeks to continue its representation of the Debtors as special counsel, and provide services, as more fully described below, including advising and representing the Debtors in connection with all financing and use of cash collateral matters, plan formulation, negotiation, and confirmation, corporate governance, real estate, and other transactional matters, and any litigation arising in or related to these Chapter 11 Cases.

³ Parkview is represented by Pachulski Stang Ziehl & Jones LLP and Hogan Lovells US LLP in these Chapter 11 Cases.

12. DLA Piper's services will not be duplicative of work performed by the Debtors' general bankruptcy counsel, Chipman Brown Cicero & Cole, LLP ("Chipman"), or any other professional retained by the Debtors. Notwithstanding DLA Piper's prior representation of Parkview, any investigation of, or challenge to, the validity, extent, priority, perfection, enforceability, or avoidability of Parkview's prepetition liens or claims shall be conducted solely by Chipman or other conflicts counsel retained by the Debtors.

13. DLA Piper intends to continue to counsel the Debtors in these Chapter 11 Cases with respect to certain specified matters with which it has particular historical familiarity. Due to DLA Piper's institutional knowledge, and familiarity with the Debtors' business, the Debtors believe it would be most efficient and cost-effective for DLA Piper to continue to assist the Debtors in connection with the services to be provided. If the Debtors were required to retain different counsel for this legal work, or to utilize the services of Chipman for these matters, the Debtors would have to expend significant resources and expense in ensuring that such counsel becomes familiar with the Debtors' business affairs and historical involvement in the redevelopment of the Hudson. As such, DLA Piper is best suited and uniquely able to represent the Debtors as special counsel under section 327(e) of the Bankruptcy Code, because DLA Piper has acquired substantial knowledge regarding the Debtors that will result in effective and efficient services and guidance in the Chapter 11 Cases.

SERVICES TO BE PROVIDED

14. Subject to order of the Court, the Debtors desire that DLA Piper will perform the following discreet legal services:

- (a) representing the Debtors in connection with real estate matters;
- (b) representing the Debtors in connection with corporate and strategic matters that may arise during these Chapter 11 Cases;

- (c) representing the Debtors in connection with any and all financing matters, including debtor in possession financing and cash collateral matters, including negotiation, documentation, and implementation of DIP financing arrangements;
- (d) representing the Debtors in connection with plan formulation, negotiation, and confirmation matters; and
- (e) due to DLA Piper's historic representation of the Debtors, including certain investigations respecting prepetition contracts and services obtained by the Debtors from third parties, representing the Debtors in investigation and litigation matters arising in or related to these Chapter 11 Cases.

15. DLA Piper has informed the Debtors that it is willing to serve as the Debtors' special counsel and to perform the services, to the extent required.

COMPENSATION OF DLA PIPER

16. Subject to the Court's approval of this Application, DLA Piper intends to (a) charge for its legal services on an hourly basis, recorded in increments of tenths of an hour, with its ordinary and customary hourly rates in effect on the date services are rendered,⁴ and (b) seek reimbursement of actual and necessary out-of-pocket expenses. The names, positions, and current hourly rates of the DLA Piper lawyers and paraprofessionals currently expected to have primary responsibility for providing services to the Debtors are set forth in the Brown Declaration.⁵ The Debtors believe that DLA Piper's hourly rates and terms of engagement are appropriate, fair and reasonable.

17. DLA Piper will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with rendering the legal services described above.

⁴ The hourly rates charged by DLA Piper professionals differ based on, among other things, the professional's level of experience and the rates normally charged in the office in which the professional resides.

⁵ DLA Piper's hourly rates are normally adjusted annually as of January 1, but may change from time to time in accordance with DLA Piper's established billing practices and procedures. If DLA Piper's rates are adjusted at any time, DLA Piper will provide the U.S. Trustee with notice of the adjusted rates within five business days after any such change.

DLA Piper intends to apply to the Court for compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any additional procedures that have been or may be established by the Court in these Chapter 11 Cases. DLA Piper has agreed to accept as compensation such sums as may be allowed by the Court. DLA Piper does not offer a discount on fees for postpetition services due to the increased risk, complexity, and potential delay in collection. DLA Piper understands that interim and final fee awards are subject to approval by the Court.

DISCLOSURE CONCERNING CONFLICTS OF INTEREST

18. To the best of the Debtors' knowledge and as disclosed in this Application and in the Brown Declaration, DLA Piper does not represent or hold any interest adverse to the Debtors or to their estates with respect to the matters on which DLA Piper is to be employed, as required by section 327(e) of the Bankruptcy Code.

19. DLA Piper terminated its matter-level relationship with Parkview for all matters concerning the Debtors. DLA Piper continues to represent Parkview in other matters, but none concerning any interests in or claims against the Debtors. If DLA Piper is asked in the future to represent Parkview in any matter related to the Debtors, it will undertake to create a separate team of professionals and paraprofessionals to represent Parkview in such matter (the "Side 1 team"). Further, DLA Piper will establish an ethical wall between the Side 1 team and the team representing the Debtors in these Chapter 11 Cases (the "Side 2 team"), prohibiting communication about either team's matter with the other team and electronically restricting each team's access to files and records associated with the other team's matter.

20. DLA Piper will periodically make efforts during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or have arisen. If any

new material fact or relationship is discovered or arises, DLA Piper will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

SUPPORTING AUTHORITY

21. The Debtors seek to retain DLA Piper as special counsel under section 327(e) of the Bankruptcy Code, which provides that a debtor, subject to the Court's approval:

[M]ay employ, for a specified special purpose, other than to represent the trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e).⁶

22. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a).

23. Moreover, Bankruptcy Code section 1107(b) provides that a person is not disqualified for employment by a debtor in possession under Bankruptcy Code section 327 solely because of such person's employment by or representation of the debtor before the commencement of the case. 11 U.S.C. § 1107(b).

24. The Debtors submit that, for all the reasons stated above and in the Brown Declaration, the retention and employment of DLA Piper as special counsel to the Debtors on the

⁶ Retention of an attorney under section 327(e) does not require the same searching inquiry required for a debtor to retain general bankruptcy counsel under section 327(a). *See Meespierson Inc. v. Strategic Telecom Inc.*, 202 B.R. 845, 847 (D. Del. 1996) ("For the exception in § 327(e) to apply, an attorney must establish . . . [that it] has no conflict of interest concerning the matter at hand.").

terms set forth above is necessary and in the best interests of the Debtors' estates. As set forth in the Brown Declaration, DLA Piper has in-depth knowledge of the Debtors' business, assets, and liabilities. The services to be provided by DLA Piper will not overlap with, but rather will complement, the services to be provided by the Debtors' general bankruptcy counsel, Chipman. DLA Piper has also represented to the Debtors that it neither holds nor represents any interest that is materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

NOTICE

25. Notice of this Motion will be provided to: (a) the Office of the United States Trustee for Region 3; (b) the Office of the United States Attorney for the District of Delaware; (c) the holders of the 20 largest unsecured claims against the Debtors (on a consolidated basis); (d) counsel to Parkview Financial REIT, LP; (e) counsel to MSP Capital Investments, L.L.C.; (f) counsel to CSC Hudson, LLC and Alberto Smeke Saba and Salomon Smeke Saba; (g) the Internal Revenue Service; (h) the attorney general for the State of New York; (i) any party that has requested notice under Bankruptcy Rule 2002; and (j) any other party entitled to notice under Local Rule 9013-1.

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WHEREFORE, the Debtors respectfully request entry of the Proposed Order, granting the requested relief in this Application and such other and further relief as the Court may deem just and proper.

Dated: November 21, 2025
New York, New York

Respectfully submitted,

/s/ Alan Tantleff

By: Alan Tantleff

Title: Co-Chief Restructuring Officer for the Debtors

EXHIBIT A

Proposed 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)

Related D.I.: [__]

**ORDER (I) AUTHORIZING THE DEBTORS
TO RETAIN AND EMPLOY DLA PIPER LLP (US) AS SPECIAL COUNSEL,
EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

Upon the *Application of the Debtors for Entry of an Order (I) Authorizing the Debtors to Retain and Employ DLA Piper LLP (US) as Special Counsel, Effective as of the Petition Date and (II) Granting Related Relief* [D.I. __] (the “Application”),² filed by the above-captioned debtors (together, the “Debtors”) for entry of an order (this “Order”), (i) authorizing the Debtors to retain and employ DLA Piper LLP (US) (“DLA Piper”) as special counsel, effective as of the Petition Date, and (ii) granting related relief, all as further described in the Application; and upon consideration of the First Day Declaration, the Brown Declaration, and the Tantleff Declaration; and this Court having jurisdiction over this matter under 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; and this Court having found this is a core proceeding under 28 U.S.C. § 157(b)(2)(A); and this Court having found that this Court may enter a final order consistent with article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper under 28 U.S.C. §§ 1408 and 1409;

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 in this Order have the meaning given to them in the Application.

and this Court having found the Debtors' notice of the Application and opportunity for a hearing were adequate and appropriate under the circumstances and no other or further notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the requested relief in the Application at any hearing before this Court, and finding that DLA Piper holds no interest adverse to the Debtors or their estates as required by section 327(e) and 1107(b) of the Bankruptcy Code with respect to the matters for which DLA Piper is to be retained; and the Court having determined that the legal and factual bases set forth in the Application, the First Day Declaration, the Brown Declaration, the Tantleff Declaration and any hearing on the Application, establish just cause for the relief granted in this Order; and the Court having found and determined that the relief sought in the Application is in the best interests of the Debtors' estates, their creditors and other parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth in this Order.
2. The Debtors are authorized to retain and employ DLA Piper as their special counsel in these Chapter 11 Cases, under section 327(e) and 1107(b) of the Bankruptcy Code, Bankruptcy Rule 2014 and Local Rule 2014-1, on the terms and conditions set forth in the Application, effective as of the Petition Date.
3. DLA Piper is authorized to render the following professional services:
 - (a) representing the Debtors in connection with real estate matters;
 - (b) representing the Debtors in connection with corporate and strategic matters that may arise during these Chapter 11 Cases;
 - (c) representing the Debtors in connection with any and all financing matters, including debtor in possession financing and cash collateral matters, including negotiation, documentation, and implementation of DIP financing arrangements;

- (d) representing the Debtors in connection with plan formulation, negotiation, and confirmation matters; and
- (e) due to DLA Piper's historic representation of the Debtors, including certain investigations respecting prepetition contracts and services obtained by the Debtors from third parties, representing the Debtors in investigation and litigation matters arising in or related to these Chapter 11 Cases.

4. DLA Piper shall apply for and may be compensated for its services and reimbursed for any related expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other applicable orders or procedures of this Court. DLA Piper shall make reasonable efforts to comply with the U.S. Trustee's request for information and additional disclosures as set forth in the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013, in connection with the Application and any interim and/or final fee application(s) to be filed by DLA Piper in these Chapter 11 Cases.

5. To the extent that this Order is inconsistent with the Application or the Engagement Letter, the terms of this Order shall govern.

6. Notice of the Application as described therein was good and sufficient notice of the Application and the requirements of Bankruptcy Rule 6004(a), if applicable, and the Local Rules are satisfied by such notice.

7. The Debtors and DLA Piper are hereby authorized to take all actions necessary to effectuate the relief granted in this Order.

8. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. This Court retains exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

EXHIBIT B

Brown 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 STUART M. BROWN

Under Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2014-1(a) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), I, Stuart M. Brown, declare that the following is true to the best of my knowledge, information and belief:

1. I am an attorney at law admitted and in good standing to practice in the states of Delaware and New Jersey, and the Commonwealth of Pennsylvania.

2. I am a partner in the law firm DLA Piper LLP (US) (“DLA Piper” or the “Firm”), located at, among other locations, 1201 North Market Street, Suite 2100, Wilmington, Delaware 19801, and am duly authorized to make this declaration on behalf of DLA Piper (this “Declaration”). I make this Declaration in support of the *Application of the Debtors for Entry of an Order (I) Authorizing the Debtors to Retain and Employ DLA Piper LLP (US) as Special Counsel, Effective as of the Petition Date and (II) Granting Related Relief* (the “Application”).²

The facts set forth in this Declaration are based upon my personal knowledge, discussions with other DLA Piper attorneys and staff and the Firm’s client/matter records that were reviewed 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.

² Capitalized terms not otherwise defined in this Declaration have the meaning given to them in the Application.

me or other DLA Piper attorneys acting under my supervision and direction. To the extent any information disclosed in this Declaration requires amendment or modification upon DLA Piper's completion of further review or as additional information becomes available, DLA Piper will submit a supplemental declaration to the Court reflecting such amended or modified information.

3. DLA Piper is well-suited to serve as Debtors' special counsel in these Chapter 11 Cases. DLA Piper, including its international affiliates, is one of the largest law firms in the world, with a national and global practice, and has substantial experience in litigation, finance, corporate, real estate, and virtually all other aspects of the law. DLA Piper, together with its international affiliates, currently employs approximately 4,500 lawyers worldwide, approximately 1,400 of whom are in the United States.

4. DLA Piper's restructuring group provides an array of sophisticated services to assist financially distressed businesses and their creditors in maximizing values and recoveries in a broad range of challenging circumstances. DLA Piper's lawyers have played significant roles in many large and middle market cases as counsel and special counsel to debtors, including, among many others: *In re Azzur Group Holdings, et al.*, Case No. 25-10342 (KBO) (Bankr. D. Del. Mar. 2, 2025); *In re UpHealth Holdings, Inc., et al.*, Case No. 23-11476 (LSS) (Bankr. D. Del. Nov. 16, 2023); *In re Vesttoo Ltd., et al.*, Case No. 23-11160 (MFW) (Bankr. D. Del. Sept. 21, 2023); *In re AeroFarms, Inc., et al.*, Case No. 23-10737 (MFW) (Bankr. D. Del. July 29, 2023); *In re Fast Radius, Inc., et al.*, Case No. 22-11051 (JKS) (Bankr. D. Del. Dec. 13, 2022); *EYP Group Holdings, Inc.*, Case No. 22-10367 (MFW) (Bankr. D. Del. April 24, 2022); *Pennsylvania Real Estate Investment Trust*, Case No. 20-12737 (KBO) (Bankr. D. Del. November 1, 2021); *In re Covia Holdings Corporation, et al.*, Case No. 20-33295 (DRJ) (Bankr. S.D. Tex. Aug. 20, 2020) (special counsel); *Valeritas Holdings, Inc.*, Case No. 20-10290 (LSS) (Bankr. D. Del. February 9,

2020); *Comcar Industries, Inc.*, Case No. 20-11120 (JTD) (Bankr. D. Del. May 17, 2020); *LK Bennett U.S.A., Inc.*, Case No. 19-10760 (JTD) (Bankr. D. Del. April 3, 2019); *Celadon Group, Inc.*, Case No. 19-12606 (KBO) (Bankr. D. Del. Dec. 8, 2019); *In re New Cotai Holdings, LLC, et al.*, Case No. 19-22911 (RDD) (Bankr. S.D.N.Y. Sep. 26, 2019) (special counsel); and *Promise Healthcare Group, LLC*, Case No. 18-12491 (CSS) (Bankr. D. Del. Nov. 5, 2018); *In re ADPT DFW Holdings LLC, et al.*, Case No. 17-31432 (Bankr. N.D. Tex. July 24, 2017) (special counsel).

DLA PIPER'S DISCLOSURE PROCEDURES

5. In preparing this Declaration, I used a set of procedures (the “Firm Disclosure Procedures”) developed by DLA Piper to ensure compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules regarding the retention of professionals. According to the Firm Disclosure Procedures, I caused to be performed the actions described below to identify DLA Piper’s connections to parties in interest in these Chapter 11 Cases.

6. In preparing this Declaration, I caused to be submitted for review under the Firm’s regularly updated conflicts check system the names of various parties in interest in these Chapter 11 Cases (collectively, the “Interested Parties”), as received from the Debtors³ and as known to DLA Piper by virtue of DLA Piper’s prepetition work for the Debtors and Parkview. A list of the Interested Parties is attached to this Declaration as **Schedule 1**. The results of the conflicts check were compiled and analyzed by DLA Piper attorneys acting under my supervision. The results of the conflicts check are set forth in **Schedule 2** attached to this Declaration.

³ DLA Piper is aware that the Debtors lack certain of their prepetition books and records and they have sought to obtain the same from multiple sources. The list of Interested Parties searched will be updated and the review supplemented should Debtors’ books and records reveal additional parties to be searched.

DLA PIPER'S CONNECTIONS WITH INTERESTED PARTIES

7. To the best of my knowledge, based on the review procedures described above, DLA Piper does not have any “connections” to the Interested Parties, except as described in this Declaration. While neither the term “connection,” as used in Bankruptcy Rule 2014, nor the proper scope of a professional’s search for a “connection” has been defined, out of an abundance of caution I am disclosing many representations that I do not understand to be disqualifying or problematic under either the Bankruptcy Code or to the extent applicable, standards of professional ethics.

8. Neither I, nor any partner, of counsel or associate of DLA Piper, as far as I have been able to ascertain, has any connection with the Debtors, their creditors, the Debtors’ professionals and accountants or any other Interested Party, except as set forth below or otherwise in this Declaration:

- (a) Attached to this Declaration as **Schedule 1** and incorporated in this Declaration by reference, is a list of Interested Parties (or their affiliates) in these Chapter 11 Cases. **Schedule 2** attached to and incorporated in this Declaration by reference, discloses Interested Parties whom DLA Piper currently represents, has represented in the past, and may in the future represent in matters **unrelated** to the Debtors’ Chapter 11 Cases. Although DLA Piper has represented, currently represents, and may continue to represent certain entities and individuals listed on **Schedule 2** attached to this Declaration, DLA Piper will not represent any such entity or individual in these Chapter 11 Cases. For the avoidance of doubt, DLA Piper will not commence a cause of action in these Chapter 11 Cases against the entities listed on **Schedule 2** attached to this Declaration that are current clients of DLA Piper unless DLA Piper has an applicable waiver on file or first receives a waiver from such entity allowing DLA Piper to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an action against that entity, the Debtors will be represented in such particular matter by conflicts counsel.
- (b) DLA Piper does not represent, and has not represented, any entities other than the Debtors in matters related to these Chapter 11 Cases, except as set forth below or otherwise in this Declaration.

- (c) DLA Piper personnel may have business associations with certain creditors of the Debtors, counsel or other professionals involved in these Chapter 11 Cases. In the ordinary course of business, DLA Piper may engage counsel or other professionals in unrelated matters, who now represent, or in the future may represent, creditors or other interested parties in these Chapter 11 Cases.

9. As disclosed on **Schedule 2**, DLA Piper represented the Debtors and their prepetition lender, Parkview, prior to the Petition Date. DLA Piper assisted in the management and restructuring of the Hudson and the related leasehold interest, including negotiating loan document amendments in May 2024 and addressing mechanic lien issues up to the Petition Date. Following the loans' maturity in November 2024, DLA Piper advised Parkview on forbearance and the exercise of remedies, culminating in scheduling and noticing a UCC sale of the pledged equity interests in the Debtors. DLA Piper also engaged in discussions with counsel to the ground lessor regarding alleged defaults under the ground lease and proposed adjustments to the Debtors' fallback business plan.

10. More recently, DLA Piper has executed that certain engagement letter between the Debtors and DLA Piper, dated as of October 21, 2025 (the "**Engagement Letter**"), a copy of which is attached to the Application as **Exhibit D**, in connection with certain services to be provided to the Debtors during the pendency of these Chapter 11 Cases, all as more fully described below. As a result of DLA Piper's proposed representation as special counsel to the Debtors in these Chapter 11 Cases, Parkview is no longer a client of the firm in connection with these Chapter 11 Cases or the Hudson project.⁴ I do not believe that DLA Piper's current representation of Parkview in matters unrelated to the Debtors and the Hudson project precludes DLA Piper from meeting the standard for retention under section 327(e) of the Bankruptcy Code. If DLA Piper is asked in the

⁴ Parkview is represented by Pachulski Stang Ziehl & Jones LLP and Hogan Lovells US LLP in these Chapter 11 Cases.

future to represent Parkview in any matter related to the Debtors, it will undertake to create a separate team of professionals and paraprofessionals to represent Parkview in such matter (the “Side 1 team”). Further, DLA Piper will establish an ethical wall between the Side 1 team and the team representing the Debtors in these Chapter 11 Cases (the “Side 2 team”), prohibiting communication about either team’s matter with the other team and electronically restricting each team’s access to files and records associated with the other team’s matter.

11. Given the number of attorneys in its various offices, attorneys at DLA Piper may have professional, working or social relationships with firms or professionals at firms that may be adverse to the Debtors. In addition, certain attorneys at DLA Piper have spouses, parents, children, siblings, or fiancé(e)s, who are attorneys at other law firms or companies or are employees of one or more of the parties in interest. DLA Piper has strict policies against disclosing confidential information to anyone outside of DLA Piper, including to spouses, parents, children, siblings, and fiancé(e)s.

12. In particular, 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 financial and 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. In addition, Simone Riley, a shareholder at Vedder Price P.C., the law firm that represents CSC Hudson, LLC, Alberto Smeke Saba and Salomon Smeke Saba, is the wife of David Riley, an associate at DLA Piper. It is my understanding that Simone Riley is not involved in these Chapter 11 Cases, nor is she involved in the representation of CSC Hudson, LLC, Alberto

Smeke Saba or Salomon Smeke Saba. Further, Robbin Itkin, the Debtors' independent manager, served as a partner at DLA Piper from approximately October 2017 through August 2020.

13. Despite the efforts described above to identify and disclose DLA Piper's connections with parties in interest in these Chapter 11 Cases, because DLA Piper is an international firm with thousands of attorneys across more than one hundred offices and affiliated firms, and because the Debtors are a substantial enterprise with numerous creditor and other relationships, DLA Piper is unable to state with certainty that every client representation or other connection has been disclosed. In this regard, if DLA Piper discovers additional information requiring disclosure, I will file, or cause to be filed, a supplemental disclosure with the Court.

14. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry and as disclosed in this Declaration, neither I, nor DLA Piper, nor any partner, of counsel, or associate thereof: (i) is an equity interest holder, or an insider of the Debtors; (ii) is or was, within two years before the Petition Date, a director, officer, or employee of the Debtors; and (iii) holds or represents any interest materially adverse to the Debtors' estates.

DLA PIPER'S RATES AND BILLING PRACTICES

15. DLA Piper has not received any promises of payment or compensation in connection with these Chapter 11 Cases other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and as disclosed in this Declaration.

16. It is DLA Piper's policy to charge its clients in all areas of practice for expenses incurred in connection with a client's matter. The expenses charged to clients include, among other things, photocopying, witness fees, travel and lodging expenses, certain secretarial and other overtime expenses, filing and recording fees, postage, computerized research, electronic management services, other electronic services, vendor charges, express mail and messenger charges and expenses for "working meals." DLA Piper will charge the Debtors for these expenses

in a manner and at reasonable rates consistent with charges made generally to its other clients, subject to this Court's approval of such expenses under sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules and Local Rules as may from time to time be applicable, such procedures as may be fixed by order of this Court and consistent with the Engagement Letter. DLA Piper believes that failure to charge these expenses would require the Firm to increase its current hourly rates.

17. Subject to the Court's approval, DLA Piper intends to (a) charge for its legal services on an hourly basis, recorded in increments of tenths of an hour, with its ordinary and customary hourly rates in effect on the date services are rendered, and (b) seek reimbursement of actual and necessary out-of-pocket expenses.⁵ DLA Piper will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with the rendering of the legal services described in the Application by category and nature of the services rendered.

18. DLA Piper intends to apply to the Court for allowance and payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, as well as any additional procedures that may be established by the Court in these Chapter 11 Cases.

19. DLA Piper's hourly rates are set at a level designed to compensate it fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. I believe that these rates are commensurate with or lower than the hourly rates of other firms of similar size and expertise. The DLA Piper professionals and paraprofessionals expected to be most active in the Debtors' Chapter 11 Cases, and their current standard hourly rates, include:

⁵ The hourly rates charged by DLA Piper professionals differ based on, among other things, the professional's level of experience and the rates normally charged in the location of the office in which the professional is resident.

Name of Professional	Practice Area	2025 Hourly Rates	2026 Hourly Rates
Stuart M. Brown (Partner), Wilmington	Restructuring	\$2,085.00	\$2,350.00
Gerald D. Shepherd (Of Counsel), New York	Real Estate	\$1,455.00	\$1,765.00
Neal Kronley (Of Counsel), New York	Business and Commercial Litigation	\$1,420.00	\$1,645.00
Marc Silverman (Of Counsel), New York	Business and Commercial Litigation	\$1,465.00	\$1,645.00
David Riley (Associate), New York	Restructuring	\$1,440.00	\$1,585.00
Caleb Roche (Associate), New York	Business and Commercial Litigation	\$1,250.00	\$1,440.00
Stephanie B. Cohen (Associate), Chicago	Restructuring	\$1,200.00	\$1,375.00
Nicole McLemore (Associate), Miami	Restructuring	\$1,085.00	\$1,260.00
David Freeman (Associate), New York	Investment Funds	\$990.00	\$1,195.00
Shant Eulmessekian (Associate), Los Angeles	Restructuring	\$895.00	\$1,090.00
William L. Countryman (Case Manager / Paralegal), Baltimore	Restructuring	\$570.00	\$640.00
Carolyn Fox (Paralegal), Wilmington	Restructuring	\$455.00	\$510.00

20. DLA Piper has not agreed to share any of its compensation from these Chapter 11 Cases with any other person, other than a partner, counsel, associate or staff person employed by DLA Piper, as permitted by section 504 of the Bankruptcy Code.

COMPENSATION RECEIVED BY DLA FROM THE DEBTORS

21. Per the terms of the Engagement Letter, on October 21, 2025, DLA Piper received a \$250,000 retainer, which, as stated in the Engagement Letter, constituted an “evergreen” advanced payment retainer (“Retainer”).

22. As stated in the Engagement Letter, any advanced payment retainer is earned by DLA Piper upon receipt, the Debtors no longer have a property interest in any advanced payment retainer upon DLA Piper’s receipt, any advanced payment retainer will be placed in DLA Piper’s general account and will not be held in a client trust account, and the Debtors will not earn any interest on any advanced payment retainer.

23. During the 90-day period prior to the Petition Date, DLA Piper received the Retainer. As of the Petition Date, the entire Retainer remains unapplied and will be applied to any fees allowed by this Court, at DLA Piper’s election. As of the Petition Date, the Debtors did not owe DLA Piper any amounts for legal services rendered before the Petition Date.

24. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I, nor DLA Piper, nor any partner or associate thereof, has received or been promised any compensation for legal services rendered or to be rendered in any capacity in connection with the Debtors’ Chapter 11 Cases, other than as permitted by the Bankruptcy Code and this Court’s orders.

25. DLA Piper has not agreed to share compensation received in connection with these Chapter 11 Cases with any other person, except as permitted by section 504(b) of the Bankruptcy Code and Bankruptcy Rule 2016(b) in respect of the sharing of compensation among DLA Piper’s partners.

STATEMENT REGARDING U.S. TRUSTEE GUIDELINES

26. DLA Piper intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' Chapter 11 Cases in compliance with applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. DLA Piper also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective As of November 1, 2013* (the "Revised UST Guidelines"), both in connection with this Application and the interim and final fee applications to be filed by DLA Piper in these Chapter 11 Cases.⁶

ATTORNEY STATEMENT PURSUANT TO REVISED UST GUIDELINES

27. The following is provided in response to the request for additional information set forth in Paragraph D.1. of the Revised UST Guidelines:

- (a) **Question:** Did DLA Piper agree to any variations from, or alternatives to, DLA Piper's standard billing arrangements for this engagement?

Answer: No. DLA Piper and the Debtors have not agreed to a variation from DLA Piper's standard billing arrangements for this engagement.

- (b) **Question:** Do any of DLA Piper's professionals in this engagement vary their rate based on the geographic location of the Debtors' Chapter 11 Cases?

Answer: No. The hourly rates used by DLA Piper in representing the Debtors are consistent with the rates that DLA Piper charges other

⁶ Among other things, the U.S. Trustee Guidelines ask attorneys in larger Chapter 11 Cases to provide additional documentation and make disclosures in connection with their retention under section 327 and compensation under section 330 of the Bankruptcy Code. As the U.S. Trustee Guidelines themselves acknowledge, "the Guidelines do not supersede local rules, court orders, or other controlling authority." While the Debtors and DLA Piper intend to work cooperatively with the U.S. Trustee, the Debtors and DLA Piper reserve all rights as to the relevance and substantive legal effect of the U.S. Trustee Guidelines with respect to any application for employment or compensation in these cases.

comparable chapter 11 clients, regardless of the location of the chapter 11 case.

- (c) **Question:** If DLA Piper has represented the Debtors in the 12 months pre-petition, disclose DLA Piper's billing rates and material financial terms for the pre-petition engagement, including any adjustments during the 12 months pre-petition. If DLA Piper's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: DLA Piper's hourly rates in effect prepetition, for services rendered on behalf of the Debtors range as follows:⁷

Billing Category	2025 Range
Partners	\$1,585.00 - \$2,350.00
Of Counsel	\$1,420.00 - \$1,765.00
Associates & Attorneys	\$895.00 - \$1,585.00
Paraprofessionals	\$570.00 - \$640.00

- (d) **Question:** Have the Debtors approved DLA Piper's budget and staffing plan, and, if so, for what budget period?

Answer: DLA Piper continues to work with the Debtors to develop an appropriate budget and staffing plan, however, the Debtors have approved the 3-month budget, including fees allocated for DLA Piper, attached to the Interim DIP Order [D.I. 82].

AFFIRMATIVE STATEMENT OF DISINTERESTEDNESS

28. Based on the conflicts search conducted to date and described in this Declaration, to the best of my knowledge and insofar as I have been able to ascertain, (a) DLA Piper does not hold or represent an interest adverse to the Debtors' estates with respect to the matters on which DLA Piper is proposed to be employed, as required by section 327(e) and 1107(b) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors' estates for the matters for which DLA Piper is to be engaged and (b) DLA Piper has no connection to the Debtors,

⁷ While the rate ranges provided for in this Application may change if an individual leaves or joins DLA Piper, and if any such individual's billing rate falls outside the ranges disclosed above, DLA Piper does not intend to update the ranges for such circumstances.

their creditors, or other parties in interest, except as disclosed in this Declaration.

To the best of my knowledge, information and belief, I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 21, 2025
Wilmington, Delaware

/s/ Stuart M. Brown
Stuart M. Brown, Partner
DLA Piper LLP (US)
1201 North Market Street,
Wilmington, DE 19801

SCHEDULE 1

List of Parties-In-Interest Noted for Court Disclosure

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

**Interested Parties that Currently Employ
or Have Formerly Employed DLA Piper LLP (US) in Matters Unrelated to
the Debtors or the Chapter 11 Cases**

Schedule 2**Interested Parties that Currently Employ or Have Formerly
Employed DLA Piper LLP (US) in Matters Unrelated to
Debtors or the Chapter 11 Case**

Party Name¹	Relationship to Debtors²	Relationship to DLA³
Hudson 1701/1706, LLC Hudson 1702, LLC	Debtors	Current clients in this chapter 11 case. Affiliate of current client in matters unrelated to these Debtors or chapter 11 case.
Parkview Financial, LLC	Non-Debtor Affiliate	Current client in matters unrelated to these Debtors or chapter 11 case. Affiliate of current clients in this chapter 11 case. Affiliate of current clients in this chapter 11 case.
Parkview Financial REIT, LP	Non-Debtor Affiliate	Affiliate of current client in matters unrelated to these Debtors or chapter 11 case. Affiliate of current clients in this chapter 11 case.
PV Hudson LLC	Non-Debtor Affiliate	Affiliate of current client in matters unrelated to these Debtors or chapter 11 case. Affiliate of current clients in this chapter 11 case.
Robbin Itkin	Managers and Officers	Former client in matters unrelated to these Debtors or chapter 11 case. ⁴

¹ Where a party and the Debtors maintain multiple relationships, the Debtors listed such parties under each applicable category on the Debtors' Interested Parties List. Where numerous affiliated entities appeared in the Debtors' Interested Parties List, DLA Piper performed conflicts searches for all such entities, yet list only the most generic and generally applicable name for such affiliated entities herein.

² This column lists the relationship(s) between the party and the Debtors as reported on the Debtors' Interested Parties List, and such characterizations are made solely for purposes of this disclosure and without prejudice to any party's rights or positions with respect to the nature of such relationships in any other context.

³ A "current client" is an entity for which DLA Piper is presently engaged; a "former client" is an entity for which there were no active matters as of the date hereof, but there may in the future be active matters. Use of the word "possible" before such designations signifies entities for which DLA was unable to determine whether any similarities of names were a coincidence or whether the party in interest is related to a client in DLA's databases. DLA does not represent any "possible" clients in matters related to the Debtors or these Chapter 11 Cases. The identification of a party in interest herein is not an admission of a conflict, disabling or otherwise.

⁴ Robbin Itkin was a partner in DLA Piper's Restructuring group from 2017 through 2020.

FTI Consulting, Inc.	Bankruptcy Professionals	Current and former client and affiliate of current and former clients in matters unrelated to these Debtors or chapter 11 case.
Herrick, Feinstein LLP	Other Professionals	Current client in matters unrelated to these Debtors or chapter 11 case.
Lloyd's of London	Broker & Insurers	Current and former client and affiliate of current clients in matters unrelated to these Debtors or chapter 11 case.
Landmark American Insurance Company	Broker & Insurers	Current and former client and affiliate of current clients in matters unrelated to these Debtors or chapter 11 case.
Arch Insurance Company	Broker & Insurers	Current and former client and affiliate of current clients in matters unrelated to these Debtors or chapter 11 case.
Mesa Underwriters Specialty Insurance Company	Broker & Insurers	Affiliate of current clients in matters unrelated to these Debtors or chapter 11 case.
Syndicate 2623/623 at Lloyd's	Broker & Insurers	Current client and affiliate of former client in matters unrelated to these Debtors or chapter 11 case.
Accelerant Specialty Insurance Company	Broker & Insurers	Affiliate of current clients in matters unrelated to these Debtors or chapter 11 case.
StarStone Specialty Insurance Company	Broker & Insurers	Current client in matters unrelated to these Debtors or chapter 11 case.
Houston Specialty Insurance Company	Broker & Insurers	Current client in matters unrelated to these Debtors or chapter 11 case.
Travelers Casualty and Surety Company of America	Broker & Insurers	Current client and affiliate of current clients in matters unrelated to these Debtors or chapter 11 case.
Liberty Surplus Insurance Corporation	Broker & Insurers	Affiliate of current clients in matters unrelated to these Debtors or chapter 11 case.
Syndicate 33 at Lloyd's, managed by Hiscox Syndicates Limited	Broker & Insurers	Current client in matters unrelated to these Debtors or chapter 11 case.

R-T Specialty	Broker & Insurers	Affiliate of current client in matters unrelated to these Debtors or chapter 11 case.
Beazley USA Services, Inc.	Broker & Insurers	Current client and affiliate of current clients in matters unrelated to these Debtors or chapter 11 case.
BMS Group Ltd.	Broker & Insurers	Former client in matters unrelated to these Debtors or chapter 11 case.
Hub Int'l Northeast Ltd	Broker & Insurers	Affiliate of former client in matters unrelated to these Debtors or chapter 11 case.
AllState	Broker & Insurers	Current and former client and affiliate of current clients in matters unrelated to these Debtors or chapter 11 case.
First American Title Insurance Company	Broker & Insurers	Current client and affiliate of current client in matters unrelated to these Debtors or chapter 11 case.
GLP REIT Advisors, LLC	Landlords & Lessors	Possible affiliate of current clients in matter unrelated to these Debtors or chapter 11 case.
Gardiner & Theobald Inc.	Mechanics Lienholder	Affiliate of current client in matters unrelated to these Debtors or chapter 11 case.
City of New York	Taxing and Governmental Authorities	Affiliate of former client in matters unrelated to these Debtors or chapter 11 case.
State of New York	Taxing and Governmental Authorities	Affiliate of current clients in matters unrelated to these Debtors or chapter 11 case.
New York Office of the Attorney General	Taxing and Governmental Authorities	Affiliate of current clients in matters unrelated to these Debtors or chapter 11 case.
New York State Department of Taxation and Finance	Taxing and Governmental Authorities	Affiliate of current clients in matters unrelated to these Debtors or chapter 11 case.
New York City Department of Housing Preservation and Development	Regulatory Bodies	Affiliate of former client in matters unrelated to these Debtors or chapter 11 case.

New York City Department of Housing Preservation and Development Inclusionary Housing Unit	Regulatory Bodies	Affiliate of former client in matters unrelated to these Debtors or chapter 11 case.
New York City Department of Buildings	Regulatory Bodies	Affiliate of former client in matters unrelated to these Debtors or chapter 11 case.
New York City of Environmental Protection	Regulatory Bodies	Affiliate of former client in matters unrelated to these Debtors or chapter 11 case.
New York City Department of Finance	Regulatory Bodies	Affiliate of former client in matters unrelated to these Debtors or chapter 11 case.
Western Alliance Bancorporation	Banks & Fin. Institution	Current client and affiliate of current client in matters unrelated to these Debtors or chapter 11 case.
Flagstar Bank	Banks & Fin. Institution	Current client in matters unrelated to these Debtors or chapter 11 case.
Global Security	Contractors	Possible affiliate of current clients in matter unrelated to these Debtors or chapter 11 case.
Junkluggers, LLC	Contractors	Current client and affiliate of current client in matters unrelated to these Debtors or chapter 11 case.
Maverick Industries Corp.	Contractors	Possible affiliate of current clients in matter unrelated to these Debtors or chapter 11 case.
Paladin Risk Management LTD	Contractors	Possible affiliate of current clients in matter unrelated to these Debtors or chapter 11 case.
R&A Painting Corp	Contractors	Possible affiliate of current client in matter unrelated to these Debtors or chapter 11 case.
RocLedge Manufactured Stone, LLC	Contractors	Possible affiliate of current clients in matter unrelated to these Debtors or chapter 11 case.
Skyline Risk Management	Contractors	Possible affiliate of current clients in matter unrelated to these Debtors or chapter 11 case.

Tiger Cabinets Inc.	Contractors	Possible affiliate of current clients in matter unrelated to these Debtors or chapter 11 case.
RCN Telecom Services of New York, LP d/b/a Astound Broadband	Contractors	Affiliate of current client in matters unrelated to these Debtors or chapter 11 case.
Advantage Wholesale Supply	Contractors	Possible affiliate of current clients in matter unrelated to these Debtors or chapter 11 case.
Firecom Inc.	Contractors	Affiliate of current client in matters unrelated to these Debtors or chapter 11 case.
Johnson Control Security Solutions	Contractors	Affiliate of current client in matters unrelated to these Debtors or chapter 11 case.
Johnson Controls	Contractors	Current client in matters unrelated to these Debtors or chapter 11 case.
Spectrum Business	Contractors	Possible affiliate of current clients in matters unrelated to these Debtors or chapter 11 case.
TFP1 Inc d/b/a Total Fire Protection	Contractors	Possible affiliate of current client in matters unrelated to these Debtors or chapter 11 case.

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
THE APPLICATION OF THE DEBTORS FOR ENTRY OF
AN ORDER (I) AUTHORIZING THE DEBTORS TO RETAIN AND
EMPLOY DLA PIPER LLP (US) AS SPECIAL COUNSEL, EFFECTIVE
AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

I, Alan Tantleff, hereby declare under penalty of perjury as follows:

1. I am a co-Chief Restructuring Officer for the debtors in the above-captioned Chapter 11 Cases (collectively, the “Debtors”).²

2. This Declaration is submitted in support of the *Application of the Debtors for Entry of an Order (I) Authorizing the Debtors to Retain and Employ DLA Piper LLP (US) as Special Counsel, Effective as of the Petition Date and (II) Granting Related Relief* (the “Application”).³

3. Except as otherwise noted, I have personal knowledge of the matters set forth in this Declaration. If called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

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 The Debtors intend to file an application to retain FTI Consulting, Inc. as Restructuring Advisor and Mr. Tantleff and Mr. Hinkelman as the Debtors’ co-CRO.

³ Capitalized terms used but not otherwise defined in this Declaration have the meaning given to them in the Application.

THE DEBTORS' SELECTION OF SPECIAL COUNSEL

4. The Debtors seek to retain DLA Piper as special counsel, pursuant to section 327(e) of the Bankruptcy Code, for the limited purposes, as further described in the Application, of advising and representing the Debtors in connection with financing and use of cash collateral matters, plan formulation, negotiation, and confirmation, corporate governance, real estate, and transactional matters, and any litigation arising in or related to these Chapter 11 Cases.

5. DLA Piper has experience with and knowledge of the Debtors, their businesses, and other general corporate and legal matters relating to the Debtors. DLA Piper has assisted the Debtors in the prepetition development of strategic alternatives, including assisting the Debtors in drafting a fallback business plan regarding their business operations and negotiating with the former owners, the ground lessor, vendors and mechanics lienholders

6. I have reviewed the Brown Declaration and understand from the Brown Declaration that DLA Piper does not hold or represent an interest adverse to the Debtor's estate with respect to the matters on which DLA Piper is proposed to be employed within the meaning of section 327(e) and 1107(b) of the Bankruptcy Code.

7. For these reasons, I support the Debtors' retention of DLA Piper as special counsel to the Debtors. I believe that DLA Piper is both well qualified and uniquely able to represent the Debtors in these Chapter 11 Cases.

COST SUPERVISION

8. The Debtors and DLA Piper continue to develop a prospective budget and staffing plan, recognizing that in the course of large Chapter 11 Cases like these Chapter 11 Cases, it is possible that there may be a number of unforeseen fees and expenses that will need to be addressed by the Debtors and DLA Piper. The Debtors further recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the

estates remain consistent with the Debtors' expectations and the exigencies of these Chapter 11 Cases. The Debtors will continue to review the statements that DLA Piper regularly submits, and, together with DLA Piper, amend the budget and staffing plans periodically, as the cases develop.

9. While every chapter 11 case is unique, these budgets will provide guidance on the periods of time involved the level of the attorneys and professionals that will work on various matters, and projections of average hourly rates for the attorneys and professionals for various matters.

Under 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: November 21, 2025
New York, New York

/s/ Alan Tantleff

By: Alan Tantleff

Title: Co-Chief Restructuring Officer for the
Debtors

EXHIBIT D

Engagement Letter



DLA Piper LLP (US)
2000 Avenue of the Stars
Suite 400 North Tower
Los Angeles, CA 90067-4735]
www.dlapiper.com

Andrew J. Hoffman II
andrew.hoffman@us.dlapiper.com
T 310.595.3010
F 310 595-3310

October 21, 2025

Hudson 1701/1706, LLC
Hudson 1702, LLC
Attn: Paul Rahimian
11440 San Vincente Boulevard, 2nd Floor
Los Angeles, CA 90045

Re: Engagement and Conflict Waiver Letter for Legal Services

Dear Mr. Rahimian:

We are pleased that Hudson 1701/1706, LLC and Hudson 1702, LLC (the "Client" or "you") are engaging DLA Piper LLP (US) ("DLA Piper," "we," or the "Firm") to represent you as special corporate and litigation counsel pursuant to section 327(e) of the Bankruptcy Code, including in connection with adversary proceedings, chapter 11 plan and financing matters, and certain contested matters (the "Matter").

General Terms

The terms and conditions set forth in the Terms of Service accompanying this letter are incorporated herein. To the extent that the terms and conditions in this letter conflict with those in the Terms of Service, this letter shall control.

Stuart Brown and Neal Kronley will be responsible for and actively involved in the Matter. Additional lawyers, David Riley and Gerald Shepherd and those in other practice areas, will be added to the Matter on an as-needed basis. Any significant additions to staffing will be discussed with you in advance.

Fees and Expenses

The Firm's fees will be based on the amount of time we spend on the Matter. As part of the Firm's ordinary business practices, hourly time charges are reviewed annually, and may be revised for work beginning in January.

We will submit statements for services rendered for payment on a monthly basis. Our statements will also include charges and disbursements incurred by us in the course of providing services. These items will be billed in accordance with our standard practice, as described in the attached summary, which may be periodically updated, or supplemented by a bankruptcy court order. Payment is due thirty (30) days following the invoice date or as provided in a bankruptcy court order. We reserve the right to assess and collect late payment charges at the rate of 10% per year on past due accounts.



Hudson 1701/1706, LLC
 Hudson 1702, LLC
 October 21, 2025
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Advance Payment Retainer

The Firm requires an evergreen advance payment retainer in the amount of \$250,000 for the Matter. You have the option of a security retainer or an advance payment retainer. Security Retainer. A security retainer is deposited in a non-interest bearing client trust account. We will transfer the funds from the client trust account into our operating account as they are earned. These funds are your property until we transfer them from the client trust account. Accordingly, at the conclusion of our engagement, after payment of all other amounts due, the Firm will return any remaining balance of your retainer. Advance Payment Retainer. In contrast to the security retainer described above, an advance payment retainer is not held in a trust account. It is deposited directly into the Firm's operating account and becomes the property of the Firm upon payment to us. The advance payment retainer is earned by the Firm upon receipt; provided, however, that as and to the extent required by applicable law, at the conclusion of the Matter, if the amount of the retainer paid to the Firm is in excess of the amount of the Firm's outstanding and estimated fees, expenses, and costs, the Firm will pay to the Client the amount by which any advance payment retainer exceeds the sum of such fees, expenses, and costs. The Firm may apply the advance payment retainer to any outstanding fees as services are rendered and to expenses as they are incurred. Client further understands and acknowledges that the use of advance payment retainers is an integral condition of this engagement, and is necessary to ensure that: Client continues to have access to the Firm's services; the Firm is compensated for representation of Client; the Firm is not a prepetition creditor of Client in the event of an insolvency proceeding; and that in light of the foregoing, the provision of the advance payment retainers is in Client's best interests. The fact that you have provided the Firm with an advance payment retainer does not affect your right to terminate the client-lawyer relationship.

The decision as to the type of retainer to be used is yours alone. We encourage you to seek independent legal advice regarding the more appropriate type of retainer for you in this matter. In executing this agreement, you have advised us that this will be an advance payment retainer.

Conflict of Interest Waiver

In addition to the advance waiver you are providing in the Terms of Service, you waive the following conflict of interest and consent to DLA Piper's representation as follows: As you are aware, the Firm represented Parkview Financial REIT and certain of its affiliates ("Parkview") as lender to certain Hudson entities, and represents Parkview in certain real estate and litigation matters unrelated to the Matter. By signing below, you understand and agree that the Firm is permitted to continue representing Parkview in ongoing and future matters, including in matters related to Hudson as borrower provided, however, that conflicts counsel will be retained to represent Client's interests in the event they become adverse to Parkview's interests. The Firm believes that the concurrent representation of you and Parkview will not adversely impact our representation of either client.

Litigation

Parties to litigation have an obligation to preserve potential evidence in their possession, custody or control. It is important that we discuss this at your first opportunity. In the meantime, you must take all measures necessary to prevent the loss or destruction of documents, data or other potential evidence.



Hudson 1701/1706, LLC
Hudson 1702, LLC
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Insurance

This representation does not include services related to insurance coverage issues or disputes, including such matters as deductibles, exclusions, scope of insurance, reservation of rights, etc. Nor does the representation create any attorney-client relationship with, or duty to, any insurance carrier. You may have insurance policies that will pay for attorneys' fees and costs to litigate this matter. In addition, such insurance policies may pay for the other party's (or parties') damages. It is important to notify your insurance carrier(s) promptly. It is our understanding that you have or will take responsibility for notifying your insurance carrier(s).

If the terms of this letter are satisfactory, please sign the consent form below and return it to me. Because this agreement includes waivers of conflicts of interest, we recommend that you consult with independent counsel. Please note that your instructing us or continuing to instruct us on this matter constitutes your agreement to and acceptance of the terms of this letter. We do not agree to the application of outside counsel guidelines or procedures that are inconsistent with the terms of this letter or with our obligations to other clients or prospective clients under applicable Rules of Professional Conduct. Please do not hesitate to contact me if you have any questions about this letter or the Terms of Service.

Very truly yours,

DLA Piper LLP (US)

Andrew J. Hoffman II
Partner



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Hudson 1702, LLC
October 21, 2025
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I have read the above engagement and conflict waiver letter and agree and accept the terms and conditions set forth therein.

Hudson 1701/1706, LLC
Hudson 1702, LLC

By: 
Its: Authorized Signer

Date:

cc: John Samuel Gibson, Esq.
Stuart Brown, Esq.



Hudson 1701/1706, LLC
Hudson 1702, LLC
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DLA Piper LLP (US)
Client-Reimbursable Expenses and Other Charges
Effective January 1, 2020

DLA Piper LLP (US) bills clients for reasonable charges and disbursements incurred in connection with a matter. Clients are billed for disbursements based on the actual cost billed by the vendor or, as noted below, at rates below or comparable to outside vendor charges.

- I. **Research Services.** The Firm has built digital libraries which enable lawyers to perform many research functions without incurring any additional expenses. These functions include pulling cases, court filings and law reviews and reading treatises in digital format. Only complex research requiring the use of Lexis or Westlaw initiates an additional cost to the client. The Firm has negotiated substantial discounts for such services which are passed on to clients at cost.
- II. **Duplication.** Photocopying services (including copying, collating, tabbing and binding) performed in-house are charged at \$0.15 per page. Color photocopies or prints are charged at \$1.25 per page. Photocopying projects performed by outside vendors are billed at the actual invoice amount.
- III. **Electronic Data Processing & Hosting.** Electronic Data obtained from the client will be processed (e.g., scanning, CD/DVD creation, file conversion) by the Firm's Litigation Support staff and billed at the current Firm rates, or other client negotiated rates. Should the client direct that the work be performed by an outside third party, the cost to the client is the actual invoice amount and will be billed directly by the third party to the client (per section VI below).

Hosting of electronic data in Relativity One by the Firm will be provided by Relativity in Microsoft Azure and will be billed at \$9 per gigabyte per month. If directed by the client that data hosting be performed by an outside third party, the cost to the client is the actual invoice amount and will be billed directly by the third party to the client (per section VI below).
- IV. **Travel Expenses.** Travel expenses are billed at actual cost and include air or rail travel, mileage, lodging, meals, car rental, taxi or car service, tips and other reasonable miscellaneous costs associated with travel. Corporate and/or negotiated discounted rates are passed on to the client. Certain retrospective rebates may not be passed along.
- V. **Postage and Courier Services.** Outside messenger and express courier services are charged at the actual vendor invoice amount. The Firm negotiates, uses, and passes along volume discount rates whenever practicable. Where the Firm uses in-house messengers, there is a standard transaction charge.
- VI. **Direct Payment by Clients of Other Disbursements.** Major disbursements incurred in connection with a matter will be paid directly by the client. Examples of such major disbursements that clients will pay directly include:

Professional Fees (including disbursements for local counsel, accountants, witnesses and other professionals)

Filing/Court Fees (including disbursements for agency fees for filing documents, standard witness fees, juror fees)



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Transcription Fees (including disbursements for outside transcribing agencies and deposition/courtroom stenographer transcripts)

Other Disbursements (including third party services, e.g. hosting of client data, litigation support/eDiscovery services, etc., and other required out-of-pocket expenses incurred for the successful completion of the matter).



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Hudson 1702, LLC
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TERMS OF SERVICE

1. INTRODUCTION

These Terms of Service set forth the terms and conditions under which DLA Piper LLP (US) ("the Firm") will act as your counsel for all existing and future matters (collectively, the "Engagement").

The Firm has issued or will issue an engagement letter, setting forth the scope of the representation, the fee agreement, and other matter-specific terms ("Engagement Letter"). These Terms of Service should be read and understood in conjunction with the Engagement Letter. The Terms of Service and Engagement Letter are collectively referred to as "the Engagement Terms." Where there is any inconsistency between these Terms of Service and the Engagement Letter, the latter will control.

The Terms of Service supersede all prior agreements between you and the Firm with respect to the Engagement. The Engagement Terms can only be altered or amended by a writing signed by both you and the Firm.

The words "you" and "your" refer to the client(s) specified in the relevant engagement letter. The words "we," "us" and "our" refer to the Firm.

2. CLIENT(S) REPRESENTED

You agree and acknowledge that the Firm's representation of you does not create an attorney-client relationship with any other entity or person. We do not agree to represent, and we do not owe any duty to any other entity or person, including without limitation, your corporate parents, subsidiaries, affiliates, joint venturers, other entities owned, in whole or in part by you, entities that hold direct or indirect interests in you, or any of your directors, officers, investors, partners, employees, agents, indemnitors, insurers, third-party payors, or entities or persons to whom you owe any duty, unless such entities or persons are specifically named in the Engagement Letter. There are no third-party beneficiaries to the Engagement.

You agree that your relationships with any of the other persons or entities listed above cannot create a conflict of interest for us.

In representing corporations, we may provide information or advice to directors, officers, or employees in their corporate capacities. The provision of such information or advice does not create an attorney-client relationship between us and the individual(s) other than in their corporate capacities.

In representing partnerships, we may provide information or advice to partners, officers or employees in their capacities as your representatives. The provision of such information or advice does not create an attorney-client relationship between us and the individual(s) other than in their representative capacities.

In representing limited liability companies, we may provide information or advice to members, officers or employees in their capacities as your representatives. The provision of such information or advice does not create an attorney-client relationship between us and the individual(s) other than in their representative capacities.

The Firm's representation of an association or trade group does not create an attorney-client relationship with any of the association or trade group's constituents, members, affiliates or participants individually.

In the event that you are acquired or are otherwise subject to a change in control (including by a person or group becoming a controlling affiliate of yours) after the inception of the Engagement, it is understood that the Firm does not represent the acquiring entity or such controlling affiliate or establish an attorney-client relationship with such entities or affiliates.



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Hudson 1702, LLC
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3. COUNSEL GUIDELINES

You agree and acknowledge that the Engagement Terms shall control over terms contained in your outside counsel guidelines or any other similar instructions supplied by you at any time. In order for any outside counsel guidelines or instructions (or amendments or modifications thereto) to be effective, a Firm partner managing the Engagement must affirmatively agree to accept them in writing. The Firm does not agree to any terms expanding the Firm's potential liability by contract, including to indemnify, defend or hold you harmless, whether included in your outside guidelines or otherwise.

4. CONFLICTS OF INTEREST

The Firm and its affiliated entities represent clients in a broad range of industries and in a wide variety of legal matters, nationally and internationally. A summary of our current practice areas and the industries in which we represent clients, and the roster of our affiliated entities, can be found on our web site at www.dlapiper.com. We may represent other clients in the same industry as yours. Absent effective conflict of interest waivers, conflicts of interest could arise that could deprive you or other clients of the right to select the Firm as their counsel, and preclude us from representing you or other clients in ongoing or future matters. Accordingly, you acknowledge and agree that the Firm and its affiliated entities may, now or in the future, represent other persons or entities on matters adverse to you or any of your current or future affiliates, provided that: 1) the matter is not substantially related to any matter in which the Firm has represented you; 2) the Firm does not violate its duty of confidentiality to you; and, 3) the Firm reasonably concludes that our representation of the other client complies with applicable ethical standards. The future representations adverse to you may include, without limitation, commercial transactions, auctions, mergers and acquisitions, patent, trademark and other intellectual property

matters, restructuring and bankruptcy matters in which we may represent debtors, lenders, shareholders, bondholders, committees, distressed debt and asset buyers and investors, employment, real estate, franchising, tax, trusts and estates, or litigation, arbitration, third-party discovery proceedings, such as subpoenas, depositions, and motions to compel, or mediation or other dispute resolution procedure, other than those for which the Firm had been or is then engaged by you. Such matters shall be referred to as "Allowed Adverse Representation." We do not believe that the Firm's ability to represent other clients in Allowed Adverse Representations will impair our ability to diligently and competently represent you in the matter(s) for which you have engaged us. You understand that the foregoing examples are illustrative, not exhaustive.

With regard to matters in which we represent you that are adverse to another party (an "Adverse Party"), you acknowledge and agree that we may represent such an Adverse Party in other matters that are not substantially related to the matter in which we represent you (each an "Adverse Party Representation").

You agree that you will not, for yourself, or any other entity or person, assert the Firm's representation of you or any of your affiliates in any past, present or future matter is a basis for disqualifying the Firm from representing another party in an Allowed Adverse Representation or an Adverse Party Representation. Your consent shall be effective until you notify the Firm, in writing, of your intention to terminate it. Such termination shall apply prospectively only and shall not apply to any matter for which the Firm had been engaged. Your consent shall survive any change in your leadership, including but not limited to your general counsel. You may consult with independent counsel regarding this section before agreeing to it, and you acknowledge that the Firm has given you the opportunity to seek such independent legal advice.



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You agree that this section does not expand the scope of the Engagement to encompass your affiliates unless expressly agreed by the Firm.

5. CONFIDENTIALITY

The Firm has a professional obligation not to disclose your confidential information or to use it for another party's benefit without your consent. These obligations are subject to certain exceptions provided for in the Rules of Professional Conduct and certain laws and regulations, including those relating to mandatory reporting obligations associated with certain types of transactions, certain lobbying disclosure obligations, and those related to money laundering and terrorist financing. Such laws and regulations may require the Firm to disclose confidential information to governmental authorities, and we may be prohibited from informing you that disclosure has been made or the reasons for such disclosure. Certain laws and regulations may require us to cease work for you for a period of time and prohibit us from informing you of the reason.

Additionally, if the Firm receives a subpoena or request for information that is within our custody or control, or the custody or control of our agents or representatives, we will, to the extent permitted by applicable law, advise you before responding so that you have the opportunity to intervene or assert any objections. Should you object to the production of such information, the Firm may provide such information only to the extent authorized by you or required by a court or other governmental body of competent jurisdiction. You agree to pay the Firm for services rendered and charges and disbursements incurred in responding to any such request for information at the Firm's customary billing rates and pursuant to the Firm's charges and disbursements policies.

Companies seeking legal representation frequently require the Firm to demonstrate our experience representing clients in various areas of law and types of matters. You consent and agree

that the Firm may disclose the fact of the Engagement and related general information in response to such requests and in its public marketing materials to the extent that such disclosure does not convey specific information about the Engagement. In addition, to facilitate our compliance with the Rules of Professional Conduct, including to implement conflict of interests checks, we may need to consult with or secure a waiver from our other clients or prospective clients. You agree that we are, and will be, allowed to disclose to each such client or prospective client the fact that we have or have had an attorney-client relationship with you.

6. ARBITRATION OF DISPUTES

Any and all disputes, controversies or claims between you and the Firm of any nature whatsoever in any way arising out of, or in connection with, or relating to the Engagement, the Engagement Terms or their breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement (except to the extent provided below) shall be finally settled by arbitration conducted expeditiously before JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, and in accordance with the Expedited Procedures in those rules. This arbitration provision shall be governed solely and exclusively by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). The FAA shall govern notwithstanding any state or foreign law or rule, and irrespective of any choice of law provision. This provision shall not apply to any ethics or disciplinary proceedings against the Firm. The parties shall bear their own legal fees and costs for all claims.

The existence and content of the arbitration proceedings, as well as any arbitration rulings and awards, shall be maintained by the parties as strictly confidential, except (i) to the extent that disclosure is required by a court or other governmental body of competent jurisdiction; (ii)



Hudson 1701/1706, LLC
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to the extent necessary to confirm, vacate, challenge, or enforce the award in bona fide legal proceedings before a court of competent jurisdiction or other judicial authority, in which case steps shall be taken to make filings under seal if permitted; (iii) for disclosure in confidence to the parties' respective attorneys, tax advisors, insurance agents or companies, senior management, and other agents or employees on a need to know basis; or (iv) with the written consent of all parties.

You acknowledge that by agreeing to this arbitration provision, you are giving up the right to litigate claims against the Firm, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. You acknowledge that you have read and understand this arbitration provision, and that you voluntarily agree to binding arbitration.

NOTE: You are entitled to consult an independent lawyer to review this arbitration provision before agreeing to it. By accepting these Engagement Terms, you acknowledge that you have consulted with independent counsel, or if not, that you had the opportunity to do so.

7. CLIENT IDENTIFICATION

The Firm verifies the identity of our clients and sources of payment to comply with applicable anti-money laundering, counter-terrorist financing, embargo, trade sanctions or similar policies or laws. Accordingly, prior to beginning work on the matter, the Firm may request that you provide required identification documents. A delay or failure to provide information required for verification purposes may prevent us from commencing or require us to suspend work on the matter. We reserve the right to request additional information to ensure compliance with applicable laws, rules, or regulations.

8. DATA TRANSFER CONSENT

Due to legal obligations applicable to the Firm or our affiliated offices, and to efficiently maintain information provided to us, the Firm may transfer some or all of any personal or other data and information ("Data") that you provide to the Firm to one or more DLA Piper offices in other countries that may not be subject to data protection laws similar to those in the jurisdiction in which the Data is first received. By signing this letter, you give us specific consent to obtain and transfer such Data, and confirm that you have obtained and grant us all required consents to allow the Firm to do so.

9. ONLINE COLLABORATION AND CLOUD SHARING PLATFORMS

The Firm may utilize secure and Firm-approved web-based tools, cloud-based collaboration platforms and cloud-sharing platforms to facilitate the exchange of electronic information with you, and with others at your direction and with your consent. These may include: OneDrive, Teams, Relativity, and ShareFile. If you require the use of an online collaboration tool or cloud-sharing platform that has not been approved by the Firm, all associated costs and management of those services will be solely your responsibility, and the Firm shall not be responsible for any actual or potential breach of confidentiality or loss that results from the use of such platforms.

10. TERMINATION

Either of us may terminate the Firm's representation of you in a particular ongoing matter, or in the Engagement, at any time subject on our part only to the applicable Rules of Professional Conduct. Unless we are actively engaged in other matters for you, the Engagement and our attorney-client relationship will terminate upon our sending you our last statement reflecting legal services. Upon termination, we will have no further duty to inform you of future developments or changes in law as



Hudson 1701/1706, LLC
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may be relevant to such matter. Further, unless you and the Firm mutually agree in writing to the contrary, we will have no obligation to monitor renewal, expiration, or notice dates or similar deadlines which may arise from the matters for which we had been retained.

If, at any time, our engagement is limited to a specific matter, and at the time such matter is completed we are not representing you in any other matters, our attorney-client relationship will be deemed terminated whether or not we send you a letter to confirm such termination. Thereafter, if you and the Firm mutually agree to engage on a matter or matters, these Terms of Service (and any applicable Engagement Letter) would then become effective.

If permission for withdrawal is required by a court, we shall apply promptly for such permission and termination shall coincide with the court order for withdrawal.

11. CLIENT FILES AND RECORDS RETENTION/DISPOSAL

The Firm maintains files relating to the matter(s) in which we represent you that may contain materials received from you and other materials not received from you, but which are reasonably necessary to our representation of you, including, for instance, correspondence with you or third-parties on your behalf, executed copies of agreements, filings, pleadings, deposition transcripts, and closing binders. Together, these materials are your Client File. The Client File is your property. The Client File does not include materials or documents that include our attorney work product, mental impressions, notes, drafts, or internal firm correspondence or emails (together, "Work Product"). You agree that Work Product shall be and remain our property and shall not be considered part of your Client File.

At the conclusion of a matter, you have the right to take possession of your Client File (not including Work Product) or direct us to dispose of the files.

We will be entitled to make and retain copies of all or part of the Client File, at our own discretion and expense. Furthermore, at the conclusion of a matter, we may request that you consent to the return of documents, data or other property received from you or from third parties. You agree to cooperate in the return by the Firm of any such materials.

If you do not take possession of or direct us to dispose of the Client File at the conclusion of a matter, the Firm will store the Client File at its expense for a period of not less than seven (7) years following the conclusion of the matter. You agree that we may dispose of the Client File following the end of that period without further notice or obligation to you. Our retention of the Client File shall not constitute or be deemed to indicate the existence of an ongoing attorney-client relationship.

12. CONSULTATION WITH COUNSEL

We may consult with our own counsel, whether outside counsel or attorneys inside the Firm who do not perform work for you on the matter, regarding compliance with the Rules of Professional Conduct or our representation of you. These consultations may be on our own behalf and will not be charged to you. To the extent that we are addressing the Firm's own rights or responsibilities regarding the matter, a conflict of interest might be deemed to exist between the Firm and you. You hereby consent to such consultation, and waive any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent you or from acting on our own behalf, even if doing so might be deemed adverse to your interests. You acknowledge that the communications related to the consultations are protected by the Firm's own attorney-client privilege from disclosure to you.



Hudson 1701/1706, LLC

Hudson 1702, LLC

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13. SEVERABILITY

If any provision of the Engagement Terms is held invalid or unenforceable by any court or arbitrator of competent jurisdiction, the other provisions of the Engagement Terms shall remain in full force and effect. Any provision of the Engagement Terms held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Our waiver of any of the Engagement Terms shall not be deemed a further or continuing waiver of such term or any other term, unless specifically stated.

14. CLIENT DUTY TO COOPERATE

In order to best represent your interests in the Engagement, we will require information from you that we may request from time to time. It is critical that this information is complete and accurate. It is your duty to provide such information and to inform us immediately if such information is no longer accurate.

**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 APPLICATION OF THE DEBTORS FOR ENTRY OF
AN ORDER (I) AUTHORIZING THE DEBTORS TO RETAIN
AND EMPLOY DLA PIPER LLP (US) AS SPECIAL COUNSEL, EFFECTIVE
AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on November 21, 2025, the above-captioned debtors and debtors-in-possession (the “**Debtors**”) filed the *Application of the Debtors for Entry of an Order (I) Authorizing the Debtors to Retain and Employ DLA Piper LLP (US) as Special Counsel, Effective as of the Petition Date and (II) Granting Related Relief* (the “**Application**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that responses, if any, to the Application, 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 Application 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.

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

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.

Dated: November 21, 2025
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Aaron J. Bach

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

Mark D. Olivere (No. 4291)

Aaron J. Bach (No. 7364)

Alison R. Maser (No. 7430)

Hercules Plaza

1313 North Market Street, Suite 5400

Wilmington, Delaware 19801

Telephone: (302) 295-0191

Email: chipman@chipmanbrown.com

olivere@chipmanbrown.com

bach@chipmanbrown.com

maser@chipmanbrown.com

Proposed Counsel to the Debtors