Docket #0071 Date Filed: 3/17/2026

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

In re: HUDSON 1701/1706, LLC, et al., Debtors.	Chapter 11 Case No. 25-11853 (KBO) (Jointly Administered)
FIRST AMERICAN TITLE INSURANCE COMPANY, solely as Escrow Agent and not in its individual capacity, Plaintiff, v. HUDSON 1701/1706, LLC, *et al.*, Defendants.	Adv. No. 25-52468-KBO
PARKVIEW FINANCIAL REIT, LP, Crossclaim Plaintiff, v. ALBERTO SMEKE SABA, SALOMON SMEKE SABA, and CSC HUDSON LLC, Crossclaim Defendants.	
ALBERTO SMEKE SABA, SALOMON SMEKE SABA, and CSC HUDSON LLC Counter-Plaintiffs, v. PARKVIEW FINANCIAL REIT, LP, Counter-Defendant.	

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DEFENDANT-CROSSCLAIM PLAINTIFF-COUNTER-DEFENDANT PARKVIEW FINANCIAL REIT, LP'S ANSWER TO DEFENDANT-CROSSCLAIM DEFENDANT-COUNTER-PLAINTIFF ALBERTO SMEKE SABA, SALOMON SMEKE SABA AND CSC HUDSON LLC'S COUNTERCLAIMS

Defendant-Crossclaim Plaintiff-Counter-Defendant Parkview Financial REIT, LP ("Parkview"), through its undersigned counsel, hereby submits its Answers ("Answer") responding to the Counterclaims ("Counterclaims") filed by Defendants-Crossclaim Defendants-Counter-Plaintiffs Alberto Smeke Saba, Salomon Smeke Saba And CSC Hudson LLC on February 24, 2026, at ECF No. 66.

PARKVIEW'S PRELIMINARY STATEMENT

The following matters are incorporated by reference into Parkview's responses to each paragraph of the Counterclaims.

A. Except as otherwise expressly stated herein, Parkview expressly denies each and every allegation contained in the Counterclaims, including, without limitation, any allegations contained in the footnotes, titles, headings, and subheadings of the Counterclaims. To the extent that the footnotes, titles, headings, and subheadings of the Counterclaims are intended to be allegations directed to Parkview, they are denied.

B. Parkview reserves the right to seek to amend and supplement its Answer as may be appropriate or necessary.

C. For convenience, Parkview has set forth the allegations in the numbered paragraphs of the Counterclaims before providing its answer, except Parkview has omitted all headings and footnotes, all of which are denied.

Parkview specifically answers each paragraph of the Counterclaims as follows:

1. Defendant-Counter-Plaintiff Alberto Smeke Saba is a citizen of the State of New York.

ANSWER: Parkview lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 1 and therefore denies the same.

2. Defendant-Counter-Plaintiff Salomon Smeke Saba is a citizen of the State of New Jersey.

ANSWER: Parkview lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2 and therefore denies the same.

3. Defendant-Counter-Plaintiff CSC Hudson LLC is a Delaware limited liability company with an address located at 459 Columbus Avenue, Unit #1082, New York, New York 10024, whose sole member is CSC Holding, LLC, a Delaware limited liability company. The sole members of CSC Holding, LLC are Alberto Smeke Saba and Salomon Smeke Saba.

ANSWER: Parkview lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3 and therefore denies the same.

4. Upon information and belief, Plaintiff-Counter-Defendant Parkview is a Delaware limited partnership with an address located at 11440 San Vicente Boulevard, 2nd floor, Los Angeles, California 90049.

ANSWER: Parkview admits the allegations in Paragraph 4.

JURISDICTION AND VENUE

5. The United States Bankruptcy Court for the District of Delaware (this "Court") has jurisdiction over this matter pursuant to 28 U.S.C. § 1334.

ANSWER: The allegations in Paragraph 5 state Plaintiff's legal assertions to which no response is required.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1409(a).

ANSWER: The allegations in Paragraph 6 state Plaintiff's legal assertions to which no response is required.

7. This is a core proceeding pursuant to 28 U.S.C. § 157(B)(2). The statutory and legal predicates for the relief sought in these Counterclaims include 11 U.S.C. § 105 and Bankruptcy Rule 7001.

ANSWER: The allegations in Paragraph 7 state Plaintiff's legal assertions to which no response is required.

8. Guarantor Parties consent to entry of a final order or judgment by this Court in the Counterclaims.

ANSWER: Parkview lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8 and therefore denies the same.

9. Guarantor Parties are former affiliates of Hudson 1701/1706, LLC and Hudson 1702, LLC ("Debtors"), which are currently engaged in redeveloping the former Hudson Hotel on West 57th Street into a 399-unit residential property that includes approximately 55,000 square feet of commercial space pursuant to a ground lease from 356W58 Ground Lessor, LLC (the "Project").

ANSWER: Parkview admits the allegations in Paragraph 9.

10. In or around May of 2022, Debtors obtained a loan from Parkview in the principal amount of up to $207 million, guaranteed in part by Guarantor Parties.

ANSWER: Parkview admits that, in or around May of 2022, Debtors obtained a loan from Parkview in the principal amount of up to $207 million. Parkview respectfully refers the Court to the Guaranty (ECF No. 44-2) and the Completion Guaranty (ECF No. 44-3) for the full and complete terms of the guarantees provided to Parkview by the Guarantor Parties. Parkview otherwise denies the allegations in Paragraph 10.

11. The subject loan agreements required Parkview to disburse funds within ten days whenever Debtors submitted an appropriate draw request consistent with an agreed project budget. Contrary to what Parkview and Debtors would have this Court believe, the problems surrounding the Project which Parkview and Debtors now complain of were not caused by Guarantor Parties. The problems at the Project were caused by Parkview's: (i) own repeated bad faith refusals to fund proper draw requests, and (ii) inability to fund certain draws as Counter Defendant lacked the liquidity to make the related advances. [Footnote omitted] These failures created delays and derailed the required construction work for the Project.

ANSWER: Parkview denies the allegations in Paragraph 11.

12. The Project has a timeline and requires intricate coordination among many different non-parties, all of whom needed to be paid to complete their part of the Project. Parkview's failures to fund were material breaches of the loan agreements that led to the general contractor and subcontractors not being paid and filing liens; design professionals and attorneys not being paid and refusing to do further work; and many other critical aspects of the Project being brought to a halt. The breaches had cascading effects which continue to this day, including lost rent, work stoppages, liens, violations, fines, penalties, carry costs, additional interest, inability to secure permits, inability to obtain inspections, noncompliance with conditions of insurance coverage, inability to meet city agency requirements, and many other issues, all of which led to massive financial losses.

ANSWER: Parkview denies the allegations in Paragraph 12.

13. Parkview's breaches hurt the building's thirty-six (36) Single Room Occupancy ("SRO") tenants, who complained about construction dust and debris left behind when work was halted, as well as interruptions to basic services when elevator maintenance contractors, plumbers,

and other essential service providers could not be paid because Parkview failed to fund. The problems suffered by the SRO tenants, which were caused by Parkview's failures to fund, led directly to the New York City Department of Housing Preservation and Development denying a Certificate of No Harassment for the project and requiring that 28% of the units in the building be offered at below-market rents, causing millions of dollars of losses to the overall project.

ANSWER: Parkview denies the allegations in Paragraph 13.

14. After destroying Debtors' ability to succeed on the Project through its funding failures, Parkview took over the project by exercising its right to conduct a UCC sale of the collateral, however Parkview is not a developer and does not understand the intricacies involved in the Project. As a result, Parkview entered into an "Incentive Agreement" with Guarantor Parties, whereby Parkview agreed that it would pay Guarantor Parties incentive fees if they completed certain objectives within specified timeframes in furtherance of fixing the problems that Parkview had caused. Indeed, the operative section of this agreement is called "Escrow and Bonus Incentive Payments" (the "Incentive Agreement").

ANSWER: Parkview admits that it exercised its right to conduct a UCC sale of the collateral and that Parkview entered into an Agreement, dated as of April 10, 2025, with Guarantor Parties, which is commonly referred to as the "Financial Agreement" and a copy of which is available at ECF No. 44-1. Parkview further admits that the Financial Agreement contains a section titled "Escrow and Bonus Incentive Payments." Parkview respectfully refers the Court to the Financial Agreement for the full and complete contents thereof. Parkview denies any characterization inconsistent with the terms of the Financial Agreement. Parkview otherwise denies the allegations in Paragraph 14.

15. Since Parkview was obligated to pay the fees associated with the objectives pursuant to the Incentive Agreement, Guarantor Parties wanted to complete the Project, but could not do so due to Parkview's conduct. In fact, Guarantor Parties were entitled to a $12,500,000.00 fee following their satisfaction of the J-1 Incentive provision in section 3.3(a) of the Incentive Agreement (the "$12.5 Million J-1 Fee"), which provides, inter alia:

> "If the Borrower shall so submit such materials to the Department of Buildings and each other applicable agency on or prior to April 25, 2025 and thereafter diligently use such commercially reasonable efforts to achieve the J-1 Unit Zoning Conversion and if the Department of Buildings and each other applicable agency enter into applicable required documentation confirming the granting and effectiveness of the J-1 Unit Zoning conversion on or before May 30, 2025 (the "Outside J-1 Hurdle Date"), then the Guarantor, collectively, shall be deemed to have earned a fee in an amount equal to Twelve Million Five Hundred Thousand and no/100 Dollars ($12,500,000.00) (the "J-1 Incentive Payment") (it being understood and agreed that such fee shall not be payable if any of the non-SRO Units currently classified as "J-1 Units" is not subject to, or does not have the benefit of, the J-1 Unit Zoning Conversion)."

See Incentive Agreement, section 3.3(a).

ANSWER: Parkview admits that the allegations in Paragraph 15 accurately quotes from Section 3.3(a) of the Financial Agreement (ECF No. 44-1). Parkview respectfully refers the Court to the Financial Agreement for the full and complete contents thereof. Parkview denies any characterization inconsistent with the terms of the Financial Agreement. Parkview otherwise denies the allegations in Paragraph 15.

16. On May 19, 2025, Guarantor Parties' counsel accurately informed Parkview's counsel that the requirements of Section 3.3(a) of the Incentive Agreement were achieved, entitling Guarantor Parties to the $12.5 Million J-1 Fee. Two days later, on May 21, 2025, Parkview's counsel responded, asserting—incorrectly—that not all of the necessary requirements had been satisfied, but that Parkview was willing to "deem" them satisfied and make the requisite $12.5 million payment if Guarantor Parties cleared three entirely new hurdles:

- Confirmation from JAM that all objections are closed and that the plans are approved to convert the J1 units to R2. This should include backup from the DOB and any confirmation from the plan examiner;

- The DOB plan examiner should provide a note stating that all objections are resolved; [and]

- We appreciate the email from HPD that was enclosed; however, we have not seen communication from David Knight [of the HPD] confirming the sufficiency of the materials submitted by Edwin Tang [project architect] to him on May 15, 2025. Please provide such confirmation from Mr. Knight.

ANSWER: Parkview admits that Guarantor Parties' counsel sent an email to Parkview's counsel on May 19, 2025, and that Parkview's counsel sent an email to Guarantor Parties' counsel on May 21, 2025. Parkview respectfully refers the Court to those emails for the full and complete contents thereof. Parkview denies any characterization inconsistent with the emails. Parkview otherwise denies the allegations in Paragraph 16.

17. On the same date, Guarantor Parties' counsel informed Parkview's counsel via e-mail that two of the three improperly-imposed new hurdles had been cleared and provided supporting documentation. The following day, Parkview's counsel acknowledged that the two foregoing "requirements" had, in fact, been satisfied.

ANSWER: Parkview admits that Guarantor Parties' counsel sent Parkview's counsel an email on May 21, 2025, and that Parkview's counsel sent an email to Guarantor Parties' counsel on May 22, 2025. Parkview respectfully refers the Court to those emails for the full and complete contents thereof. Parkview denies any characterization inconsistent with the emails. Parkview otherwise denies the allegations in Paragraph 17.

18. On May 30, 2025, Guarantor Parties' counsel provided Parkview's counsel with documentation that the final purported additional requirement had been satisfied namely that HPD had confirmed the sufficiency of certain materials submitted by the Project's architect. Nearly a week later, on June 5, 2025, Parkview's counsel finally responded, purporting—without any

justification—to rescind its earlier agreement to "deem" the conditions necessary for the $12.5 Million J-1 Fee satisfied if Guarantor Parties satisfied its newly-imposed supplemental requirements:

> "We expect that both CSC and MSP will point to our May 21 email, where we expressed a willingness to fund the J-1 Conversion Fee upon the satisfaction of certain conditions. For the avoidance of any doubt, that email does not modify the Financial Agreement in any respect and, in all events, Parkview is not willing to fund the J-1 Conversion Fee for CSC and MSP's benefit in light of the foregoing considerations, including CSC's breach of the Financial Agreement—except under the terms and conditions of the Financial Agreement."

ANSWER: Parkview admits that Guarantor Parties' counsel sent an email to Parkview's counsel on May 30, 2025, and that Parkview's counsel sent an email to Guarantor Parties' counsel on June 5, 2025. Parkview respectfully refers the Court to those emails for the full and complete contents thereof. Parkview denies any characterization inconsistent with the emails. Parkview otherwise denies the allegations in Paragraph 18.

19. Parkview refused to make the applicable payment notwithstanding the express terms of the Incentive Agreement and emails from counsel on behalf of Parkview confirming that payment would be made upon the satisfaction of new objectives.

ANSWER: Parkview denies the allegations in Paragraph 19.

20. Following Parkview's failure to fund amounts due and owing under the Incentive Agreement, Parkview unsuccessfully sought a mandatory injunction compelling Guarantor Parties to continue working pursuant to the Incentive Agreement and achieve the objectives, namely, that Guarantor Parties work to obtain signatures (the "Cure Signature") outside of their control and argued that Guarantor Parties had the right to commence arbitration in an effort to obtain payment of the $12.5 Million J-1 Fee.

ANSWER: Parkview denies the allegations in Paragraph 20.

21. Promptly following the New York State Supreme Court ruling against Parkview's request for a mandatory injunction, Parkview, Guarantor Parties, and Debtors entered into the Settlement Agreement pursuant to which Guarantor Parties would obtain and provide the Cure Signature and release same in exchange for $4,637,500.00 which is defined in section 2(c) of the Settlement Agreement as the Cure Fee (the "Cure Fee").

ANSWER: Parkview admits that Parkview, Guarantor Parties, and Debtors entered into a Settlement and Release Agreement (the "Settlement Agreement"), dated August 7, 2025 (ECF No. 1-1). Parkview respectfully refers the Court to the Settlement Agreement for the full and complete terms thereof. Parkview denies any characterization inconsistent with the Settlement Agreement. Parkview otherwise denies the allegations in Paragraph 21.

22. Because Parkview defaulted on its payment of the $12.5 Million J-1 Fee under the Incentive Agreement, and Guarantor Parties did not believe Parkview would fund the Cure Fee upon delivery of the Cure Signature, Guarantor Parties required Parkview to escrow the Cure Fee prior to obtaining and delivering the Cure Signature.

ANSWER: Parkview denies the allegations in the first clause of the sentence in Paragraph 22, and lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 22 and therefore denies the same.

23. Parkview sought the Cure Signature in connection with a submission to the New York Housing Preservation Department ("HPD") to obtain a Cure Agreement (the "Cure Agreement") therefrom.

ANSWER: Parkview denies the allegation in Paragraph 23.

24. At the signing of the Escrow Agreement, the only action Debtors and Parkview had to take in order to obtain the Cure Agreement from HPD was to submit the pre-approved Cure Agreement along with the Cure Signature and other signatures in Parkview's control.

ANSWER: Parkview denies the allegations in Paragraph 24.

25. Upon confirmation that the Escrow Agent (as defined in the Settlement Agreement) was in receipt of the Cure Fee in escrow, Guarantor Parties executed the Settlement Agreement and related Escrow Agreement, and delivered the Cure Signature into escrow.

ANSWER: Parkview admits the allegations in Paragraph 25.

26. Because Parkview did not know if anything else would be required in connection obtaining the Cure Agreement, the Settlement Agreement required that Guarantor Parties include a holdback of $1,637,500.00 from the Cure Fee (the "Escrowed Portion") to assist Debtors and Parkview with respect to the submission.

ANSWER: Parkview denies the allegations in Paragraph 26.

27. To that end, the Settlement Agreement included the following cooperating provision in section 2(f):

> "Guarantors agree to cooperate, as reasonably requested by Administrative Agent or Lender, including, without limitation by executing and delivering such instruments or documents, and taking such other action, as the Administrative Agent or Lender may reasonably request***, in connection with the transactions contemplated by this Agreement*** including, without limitation, obtaining the Cure Approval and Lifting of the Stop Work Order and obtaining the J-1 Unit Zoning Conversion."

See Settlement Agreement, section 2(f). (emphasis added).

ANSWER: Parkview respectfully refers the Court to the Settlement Agreement for the full and complete terms thereof. Parkview denies any characterization inconsistent with the terms of the Settlement Agreement. Parkview otherwise denies the allegations in Paragraph 27.

28. Due to Parkview's conduct throughout the course of the Project, Guarantor Parties feared that Parkview would continuously withhold submission of the Cure Agreement to HPD in an effort to prevent the Escrowed Portion from being released from escrow, and so Guarantor Parties capped the related time period for release of the Escrowed Portion to ninety (90) days.

ANSWER: Parkview denies the allegations in Paragraph 28.

29. Accordingly, section 2(d) of the Settlement Agreement provides:

> "…provided the Guarantors have not breached this Agreement as determined by a court of competent jurisdiction, the remainder of the Cure Delivery Fee [was to] be delivered to the Guarantors within five within five (5) business days of the earlier to occur of (x) receipt by Borrower of the Cure Approval and Lifting of the Stop Work Order and the New York City Department of Buildings (the "Department of Buildings") and each applicable agency, including the New York City Department of Buildings, granting all approvals, permits and licenses required to complete the construction and development of the Project, including, without limitation, giving effect to the J-1 Unit Zoning Conversion and (y) the date that is ninety (90) days after the Effective Date."

See Settlement Agreement, section 2(d).

ANSWER: Parkview respectfully refers the Court to the Settlement Agreement for the full and complete terms thereof. Parkview denies any characterization inconsistent with the terms of the Settlement Agreement. Parkview otherwise denies the allegations in Paragraph 29.

30. Immediately following execution of the Settlement Agreement, Guarantor Parties worked with Parkview, Debtors, and their agents to ensure that Parkview and Debtors had everything they needed, including all plans, and etc. relating to the project.

ANSWER: Parkview denies the allegations in Paragraph 30.

31. On September 3, 2026, Guarantor Parties received an email from Parkview asking for certain information relating to the Project but not expressly covered by the Settlement Agreement or related to the transactions contemplated by the Settlement Agreement. Although not

required, within twenty-four (24) hours, Guarantor Parties provided or otherwise advised as to where Parkview already had the information sought by Parkview.

ANSWER: Parkview denies the allegations in Paragraph 31.

32. Upon information and belief, Parkview and Debtors never submitted the approved Cure Agreement with the Cure Signature to HPD and never requested assistance from Guarantor Parties in connection with submitting the Cure Agreement to HPD.

ANSWER: Parkview denies the allegations in Paragraph 32.

33. It has been ninety (90) days since the effective date as provided for under the Settlement Agreement and there has been no determination by a court of competent jurisdiction that Guarantor Parties ever breached the Settlement Agreement or Escrow Agreement.

ANSWER: Parkview admits that it has been ninety (90) days since the effective date of the Settlement Agreement. Parkview respectfully refers the Court to the Settlement Agreement and the Escrow Agreement for the full and complete contents thereof. Parkview denies any characterization inconsistent with the terms of the Settlement Agreement or the Escrow Agreement. Parkview otherwise denies the allegations in Paragraph 33.

34. Given that prior to the ninety (90) day anniversary of the Settlement Agreement, no determination by a court of competent jurisdiction that Guarantor Parties ever breached the Settlement Agreement or Escrow Agreement was made, the amount in escrow is due and owing to Guarantor Parties.

ANSWER: Parkview denies the allegations in Paragraph 34.

35. Now Parkview and Debtors are attempting to use this Court as a guise to not release the Escrowed Portion and to claw back the prior payment made to Guarantor Parties. This is

emblematic of the bad behavior Guarantor Parties attempted to protect against with the escrow requirements they had requested.

ANSWER: Parkview denies the allegations in Paragraph 35.

36. Debtors improperly insisted throughout the dispute that they are a Confirming Party as defined under the Escrow Agreement, and that as a result their chapter 11 estates have an interest in the Escrowed Portion, a position Parkview has also supported.

ANSWER: Parkview denies the allegations in Paragraph 36.

37. The Debtors and Parkview are mistaken. Only a "Party" to the Escrow Agreement can be a Confirming Party. While Debtors are signatories to the Escrow Agreement, because they are not entitled to the any of the escrowed funds, such agreement deliberately expressly defines the term "Party" and Debtors are not included in that definition. More specifically, the definition of "Party" provides:

> ". . . Alberto Smeke Saba and Salomon Smeke Saba, each a natural person (individually and collectively, as the context may require, and jointly and severally, 'Guarantor'; and together with Holdings, individually and collectively as the context may require, 'Guarantor Parties'), and FIRST AMERICAN TITLE INSURANCE COMPANY, as escrow agent (the 'Escrow Agent'; and, together with each of Administrative Agent and the Guarantor Parties, each, a 'Party')."

See Escrow Agreement, page 1. (emphasis added).

ANSWER: Parkview respectfully refers the Court to the Escrow Agreement for the full and complete contents thereof. Parkview denies any characterization inconsistent with the terms of the Escrow Agreement. Parkview otherwise denies the allegations in Paragraph 37.

38. Despite this glaring and purposeful definition, Debtors and Parkview continue to argue to the contrary at every opportunity and have frustrated Guarantor Parties' rights to the Escrowed Portion.

ANSWER: Parkview denies the allegations in Paragraph 38.

39. Additionally, Guarantor Parties have the right to earn additional fees under the Settlement Agreement by negotiating reductions in amounts liened against the property subject to the Project.

ANSWER: Parkview denies the allegations in Paragraph 39.

40. Since the liened amounts were unknown, Guarantor Parties agreed not to force Parkview to escrow such amounts at the signing of the Settlement Agreement.

ANSWER: Parkview lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 40 and therefore denies the same.

41. Section 3 of the Settlement Agreement provides:

> Guarantors shall have the right, on behalf of the Borrower, for a period of ninety (90) days after the Effective Date, to negotiate and settle amounts claimed as payable to third parties relating to the Property and set forth on Exhibit "D" hereto (the "Existing Obligations"). Provided Guarantors comply in full with their obligations hereunder, including, without limitation, complying with the obligations set forth in Section 2 of this Agreement, then within ten (10) business days following the expiration of such ninety (90)-day period, fifty percent (50%) of agreed reductions in the Existing Obligations, as evidenced by binding settlement agreements releasing the applicable claims or liens, and removing the liens, if applicable, in form and substance reasonably acceptable to the Administrative Agent and, with respect to the removal of liens, the Title Insurer, executed and delivered by the applicable claimants on or prior to the expiration of such ninety (90)-day period, will be paid to Guarantors. For the avoidance of doubt, the Parties acknowledge and agree that the total amount of the Existing Obligations is the amounts listed in the column titled "Lien Amount" on the table included in Exhibit "D" and that reductions in the Existing Obligations shall be measured against such aggregate number (for the avoidance of doubt, no amounts listed in the column titled "Draw 3&5 Balance" on the table included as Exhibit "D" shall be included in such Existing Obligations.

See Settlement Agreement, section 3.

ANSWER: Parkview respectfully refers the Court to the Settlement Agreement for the full and complete contents thereof. Parkview denies any characterization inconsistent with the terms of the Settlement Agreement. Parkview otherwise denies the allegations in Paragraph 41.

42. Because the form of lien releases were subject to reasonable review and approval by Parkview, following the effective date of the Settlement Agreement, Guarantor Parties, through counsel requested a form of lien release from Parkview and Debtors.

ANSWER: Parkview denies the allegations in Paragraph 42.

43. Despite repeated requests, both verbally and via email, Parkview and Debtors refused to provide the applicable release forms requested by Guarantor Parties.

ANSWER: Parkview denies the allegations in Paragraph 43.

44. Notwithstanding the foregoing, Guarantor Parties worked directly with Parkview, Debtors and their agent to negotiate settlement agreements and resolve the liens of Dolcinium, Nouveau Elevators, Gilbar, and AES, with initial savings estimated in the aggregate amount of $714,325.00, which meant that $357,162.50 became due and owing to Guarantor Parties pursuant to section 3 of the Settlement Agreement (the "Initial Lienor Agreements"). This would result in multiple attempts by Guarantor Parties to obtain copies of the related settlement agreements, over an approximate forty-five (45) day period, where Parkview and Debtors refused to provide copies of same. To date, Parkview has neither paid the related amounts due to Guarantor Parties nor provided copies of the Initial Lienor Agreements.

ANSWER: Parkview denies the allegations in Paragraph 44.

45. Although Parkview did not have the right to dictate financial terms of the potential settlement agreements with certain of the parties with liens on the Project property, Parkview, consistently attempted to condition their approval of the lien waiver on changes to the financial terms.

ANSWER: Parkview denies the allegations in Paragraph 45.

46. Notwithstanding Guarantor Parties' contractual rights to settle liens placed on the Project property and their entitlement to fees based on their success, when Guarantor Parties had verbal commitment from Elysium to resolve its lien in the amount of $5,028,110.00, on or around September 11, 2025, Guarantor Parties were directed by Abe Kohn on behalf of Parkview to hold off on drafting any settlement documents since Parkview was discussing this matter with Debtors' former bankruptcy counsel, DLA Piper.

ANSWER: Parkview denies the allegations in Paragraph 46.

47. Guarantor Parties now understand that such direction was another delay tactic by Parkview and Debtors to avoid making any of the payments under the Settlement Agreement that Guarantor Parties were entitled to.

ANSWER: Parkview denies the allegations in Paragraph 47.

48. Ultimately, at cost and expense to Guarantor Parties, they executed a settlement agreement with Elysium on payment terms provided by Parkview, subject to Parkview, Debtors, and this Court's approval in the amount of $200,000.00, resulting in $2,414,055.00 due and owing to Guarantor Parties per section 3 of the Settlement Agreement (the "Elysium Agreement").

ANSWER: Parkview lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first clause of the first sentence of Paragraph 48 and therefore denies the same. On information and belief, Parkview admits that Elysium Construction Inc. ("Elysium") purportedly signed a document titled "Settlement and Release Agreement," which also had unsigned signature blocks for Hudson 1702, LLC, Hudson 1701/1706, LLC, and Parkview Financial REIT, LP (the "Elysium Agreement"). Parkview respectfully refers the Court to the Elysium Agreement for the full and complete contents thereof. Parkview denies any

characterization inconsistent with the terms of the Elysium Agreement. Parkview otherwise denies the allegations in Paragraph 48.

49. On October 30, 2025, Guarantor Parties, via counsel, sent a copy of the Elysium Agreement to DLA Piper for approval by Parkview and Debtors as DLA Piper represented both of these parties at the time.

ANSWER: Parkview lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 49 and therefore denies the same.

50. Additionally, Guarantor Parties executed a second settlement agreement resolving the lien of Gardiner & Theobald Inc. ("G&T"), a Delaware corporation, on payment terms provided by Parkview, subject to Parkview, Debtors, and this Court's approval in the amount of $200,000.00, resulting in $164,000.00 due and owing to Guarantor Parties (the "G&T Agreement").

ANSWER: On information and belief, Parkview admits that Gardiner & Theobald Inc. ("G&T") purportedly signed a document titled "Settlement and Release Agreement," which also had unsigned signature blocks for Hudson 1702, LLC, Hudson 1701/1706, LLC, and Parkview Financial REIT, LP (the "G&T Agreement"). Parkview refers to Court to the G&T Agreement for the full and complete contents thereof. Parkview denies any characterization inconsistent with the terms of the G&T Agreement. Parkview otherwise denies the allegations in Paragraph 50.

51. On October 30, 2025, Guarantor Parties, via counsel, sent a copy of the G&T Agreement to DLA Piper for approval by Parkview and Debtors.

ANSWER: Parkview lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 51 and therefore denies the same.

52. On October 31, 2025, Guarantor Parties, via counsel, sent a copy of the G&T Agreement to DLA Piper for approval by Parkview and Debtors.

ANSWER: Parkview lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 52 and therefore denies the same.

53. On November 3, 2025, Guarantor Parties learned that Hogan Lovells began representing Parkview in connection with the Settlement Agreement and forwarded the Elysium Agreement and the G&T Agreement to them for Parkview review and approve.

ANSWER: Parkview lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first clause of the first sentence of Paragraph 53, concerning when Guarantor Parties learned that Hogan Lovells began representing Parkview, and therefore denies the same. Parkview admits that Guarantor Parties sent Hogan Lovells an email on November 3, 2025. Parkview respectfully refers the Court to the November 3, 2025, email for the full and complete contents thereof. Parkview denies any characterization inconsistent with the email. Parkview otherwise denies the allegations in Paragraph 53.

54. On November 4, 2025, Guarantor Parties sent the Elysium Agreement and the G&T Agreement directly to Paul Rahimian, the CEO of Parkview, and Ted Jung the Chief Credit officer of Parkview for review and approval.

ANSWER: Parkview admits that, on November 4, 2025, Alberto Smeke emailed Paul Rahimian, the CEO of Parkview, and Ted Jung, the Chief Credit Officer of Parkview. Parkview respectfully refers the Court to the November 4, 2025, email for the full and compete contents thereof. Parkview denies any characterization inconsistent with the email. Parkview otherwise denies the allegations in Paragraph 54.

55. On November 6, 2025 and November 13, 2025, Guarantor Parties, via counsel, followed up with Hogan Lovells for approval on the agreements.

ANSWER: Parkview admits that Guarantor Parties' counsel emailed Hogan Lovells on November 6, 2025, and November 13, 2025. Parkview respectfully refers the Court to the November 6, 2025, and November 13, 2025, emails for the full and compete contents thereof. Parkview denies any characterization inconsistent with the emails. Parkview otherwise denies the allegations in Paragraph 55.

56. On November 13, 2025, Hogan Lovells relayed that they were reviewing the agreements with counsel for the Parkview and Debtors.

ANSWER: Parkview admits that, on November 13, 2025, Hogan Lovells emailed Guarantor Parties' counsel. Parkview respectfully refers the Court to the November 13, 2025, email for the full and compete contents thereof. Parkview denies any characterization inconsistent with the email. Parkview otherwise denies the allegations in Paragraph 56.

57. On December 12, 2025, Guarantor Parties, via counsel, followed up with Hogan Lovells for approval on the agreements.

ANSWER: Parkview admits that, on December 12, 2025, Guarantor Parties, via counsel, emailed Hogan Lovells. Parkview respectfully refers the Court to the December 12, 2025, email for the full and compete contents thereof. Parkview denies any characterization inconsistent with the email. Parkview otherwise denies the allegations in Paragraph 57.

58. To date, Guarantor Parties have not received a response from Parkview or Debtors as to the agreements with Elysium or G&T.

ANSWER: Parkview denies the allegations in Paragraph 58.

59. Parkview and Debtors' delay tactics and refusal to respond to Guarantor Parties have frustrated Guarantor Parties' rights under the Settlement Agreement and they are accordingly in breach of the Settlement Agreement. As such, due to procuring the Initial Lienor Agreements, the Elysium Agreement, and the G&T Agreement and their entitlements to the Escrowed Portion, Guarantor Parties maintain that no less than $4,222,717.50 remains due and owing pursuant to the Settlement Agreement, and Escrow Agreement (the "Contracts").

ANSWER: Parkview denies the allegations in Paragraph 59.

COUNTERCLAIM COUNT I – BREACH OF CONTRACT

60. Guarantor Parties re-allege and incorporate paragraphs 1 to 59 of the Counterclaims as if fully set forth herein.

ANSWER: Parkview repeats and realleges the answers in Paragraphs 1 to 59 of the Answer as if fully set forth herein.

61. Pursuant to Section 2(c) of the Settlement Agreement, Parkview was obligated to deposit $4,637,600 in Escrow, which was to be released to Guarantor Parties upon satisfaction of their obligations under the Settlement Agreement.

ANSWER: The allegations in Paragraph 61 state legal conclusions to which no response is required. To the extent a response is deemed required, Parkview denies the allegations in Paragraph 61.

62. Pursuant to Section 3 of the Settlement Agreement, Guarantor Parties had the right to negotiate settlements to resolve the liens on the property and receive 50% of negotiated savings as set forth above.

ANSWER: The allegations in Paragraph 62 state legal conclusions to which no response is required. To the extent a response is deemed required, Parkview denies the allegations in Paragraph 62.

63. Guarantor Parties fully performed their obligations under the Settlement Agreement.

ANSWER: Parkview denies the allegations in Paragraph 63.

64. Guarantor Parties also negotiated settlements of outstanding liens as set forth above entitling them to compensation under section 3 of the Settlement Agreement in the amount of 50% of negotiated savings.

ANSWER: The allegations in Paragraph 64 state legal conclusions to which no response is required. To the extent a response is deemed required, Parkview denies the allegations in Paragraph 64.

65. Parkview deposited $4,637,600 in Escrow and authorized the release of $3,000,000 to the Guarantor Parties. However, despite Guarantor Parties' proper demand that the balance of escrowed funds be released, Parkview wrongfully disputed the release of the balance of $1,637,600 from the escrowed funds.

ANSWER: Parkview admits that it deposited $4,637,600 in Escrow. Parkview otherwise denies the allegations in Paragraph 65.

66. Parkview breached the Settlement Agreement by failing and refusing to pay the Guarantor Parties the fees to which they are entitled under Section 3 of the Settlement Agreement as set forth above and by wrongfully disputing the release of the balance of the escrowed funds to which Guarantor Parties are entitled under the Section 2 of Settlement Agreement.

ANSWER: The allegations in Paragraph 66 state legal conclusions to which no response is required. To the extent a response is deemed required, Parkview denies the allegations in Paragraph 66.

67. As a direct and proximate result of Parkview's breaches of the Settlement Agreement, Guarantor Parties have suffered damages of no less than the following: i) the Escrowed Portion required to be turned over to Guarantor Parties pursuant to section 4(d)(i) of the Escrow Agreement, and ii) the negotiation fees as provided for in section 3 of the Settlement Agreement with regard to Guarantor Parties' procurement of the Initial Lienor Agreements, the Elysium Agreement, and the G&T Agreement, all which totals an aggregate amount of no less than $4,222,717.50, plus costs, and attorneys' fees.

ANSWER: The allegations in Paragraph 67 state legal conclusions to which no response is required. To the extent a response is deemed required, Parkview denies the allegations in Paragraph 67.

COUNTERCLAIM II – BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

68. Guarantor Parties re-allege and incorporate paragraphs 1 to 67 of the Counterclaims as if fully set forth herein.

ANSWER: Parkview repeats and realleges the answers in Paragraphs 1 to 67 of the Answer as if fully set forth herein.

69. The Contracts constitute valid and enforceable contracts between Guarantor Parties, Parkview, and Debtors.

ANSWER: The allegations in Paragraph 69 state legal conclusions to which no response is required.

70. Under New York law, the implied covenant of good faith and fair dealing is a part of every contract, as long as an express provision of the contract has been breached.

ANSWER: The allegations in Paragraph 70 state legal conclusions to which no response is required. To the extent a response is deemed required, Parkview denies the allegations in Paragraph 70.

71. Parkview has breached the Contracts by unjustifiably refusing to turnover Guarantor Parties' entitled compensation for having met its milestones and goals, and for supporting Debtors' incorrect assertion that they are a Confirming Party under the Escrow Agreement, which has caused further frustrations of Guarantor Parties' rights.

ANSWER: The allegations in Paragraph 71 state legal conclusions to which no response is required. To the extent a response is deemed required, Parkview denies the allegations in Paragraph 71.

72. Parkview breached the Contracts by acting in bad faith, and with malice, in accusing Guarantor Parties of defaulting under Contracts when no such defaults exist, supporting the Debtors' clearly erroneous position that they are a Confirming Party resulting in the frustration of Guarantor Parties rights as to the Escrowed Portion, and further refusing to compensate Guarantor Parties for their procurement of the Initial Lienor Agreements, the Elysium Agreement, and the G&T Agreement.

ANSWER: The allegations in Paragraph 72 state legal conclusions to which no response is required. To the extent a response is deemed required, Parkview denies the allegations in Paragraph 72.

73. The actions of Parkview caused damages to Guarantor Parties.

ANSWER: The allegations in Paragraph 73 state legal conclusions to which no response is required. To the extent a response is deemed required, Parkview denies the allegations in Paragraph 73.

PRAYER FOR RELIEF

WHEREFORE, Guarantor Parties respectfully request that the Court: i) as to Counts I and II of the Counterclaims, order Parkview to pay damages to Guarantor Parties in the amount of no less than $4,222,717.50, plus costs, and attorneys' fees in an amount to be proven at trial, ii) dismiss the Counterclaims with prejudice, and iii) for such other and further relief as this Court deems necessary and just.

ANSWER: The allegations set forth under the heading "Prayer for Relief" are legal conclusions to which no response is required. To the extent a response is deemed required, Parkview denies that Guarantor Parties are entitled to the relief requested.

DEFENSES

1. For the reasons set forth in Parkview's Crossclaims against Guarantor Parties (ECF No. 44), which allegations are incorporated in full herein by reference, Guarantor Parties breached their obligations under the Settlement Agreement (ECF No. 1-1) and the Escrow Agreement (ECF No. 1-2). Accordingly, Guarantor Parties are not entitled to any of the relief requested in the Counterclaims.

2. Guarantor Parties fail to state a claim upon which relief can be granted.

3. Guarantor Parties' claims are barred in whole or in part by the doctrine of unclean hands and/or *in pari delicto*.

4. Guarantor Parties' claims are barred in whole or in part by the terms of the Settlement Agreement (ECF No. 1-1) and the Escrow Agreement (ECF No. 1-2).

5. Guarantor Parties' claims are barred in whole or in part by the doctrines of estoppel and/or waiver.

RESERVATION OF RIGHTS

Parkview reserves the right to assert any additional defenses or affirmative defenses, as well as any additional counterclaims and/or crossclaims, that may become apparent after additional discovery or otherwise.

Dated: Wilmington, DE
March 17, 2026

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