Docket #0088 Date Filed: 8/6/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: HUDSON 1701/1706, LLC, *et al*., Debtors.	Chapter 11 Case No. 25-11853 (KBO) (Jointly Administered) Related to Docket No. 595
FIRST AMERICAN TITLE INSURANCE COMPANY, solely as Escrow Agent and not in its individual capacity, Plaintiff, v. HUDSON 1701/1706, LLC, HUDSON 1702, LLC, ALBERTO SMEKE SABA, SALOMON SMEKE SABA, CSC HUDSON LLC and PARKVIEW FINANCIAL REIT, LP, Defendants.	Adv. No. 25-52468 (KBO) Related to Docket No. 86

CERTIFICATION OF COUNSEL REGARDING
DEBTORS' MOTION FOR ORDER APPROVING SETTLEMENT
AGREEMENT PURSUANT TO BANKRUPTCY RULE 9019

The undersigned counsel for the above-captioned debtors and debtors in possession (the "**Debtors**") hereby certifies as follows:

1. On July 17, 2026, the Debtors filed the *Debtors' Motion for an Order Approving Settlement Agreement Pursuant to Bankruptcy Rule 9019* [Main Case D.I. 595; Adv. D.I. 86] (the "**Motion**"). The notice of Motion set July 31, 2026, as the deadline to file and serve objections to the Motion (the "**Objection Deadline**") in the United States Bankruptcy Court for the District of Delaware (the "**Court**").

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2. Prior to the Objection Deadline, the Debtors received informal comments from counsel for CSC Hudson LLC, Alberto Smeke Saba and Salomon Smeke Saba (collectively, the "**Guarantor Parties**"), and from the Court regarding the language of the proposed order.

3. Attached to this certification as Exhibit A is a revised proposed form of order reflecting the language requested by the Court and the Guarantor Parties (the "**Revised Order**").

4. Attached to this certification as Exhibit B is a redline comparison of the Revised Order marked against the proposed form of order filed with the Motion.

5. No other party raised any formal or informal responses or objections to the relief requested in the Motion. In addition, the undersigned has reviewed the Court's docket in the lead case, and no objection or response to the Motion appears thereon.

WHEREFORE, the Debtors respectfully request that the Court enter the Revised Order attached hereto as Exhibit A at its earliest convenience.

[*Signature Page to Follow*]

Dated: August 6, 2026
Wilmington, Delaware

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Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Revised 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 to Docket No. 595
FIRST AMERICAN TITLE INSURANCE COMPANY, solely as Escrow Agent and not in its individual capacity, Plaintiff, v. HUDSON 1701/1706, LLC, HUDSON 1702, LLC, ALBERTO SMEKE SABA, SALOMON SMEKE SABA, CSC HUDSON LLC, and PARKVIEW FINANCIAL REIT, LP, Defendants.	Adv. No. 25-52468 (KBO) Related to Docket No. 86

ORDER PURSUANT TO BANKRUPTCY RULE 9019 APPROVING SETTLEMENT AGREEMENT BY AND AMONG DEBTORS, PARKVIEW FINANCIAL REIT, LP AND ALBERTO SMEKE SABA, SALOMON SMEKE SABA AND CSC HUDSON LLC

Upon the motion (the "**Motion**")[2] of the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") for entry of an order (this "**Order**"), pursuant to section 105 of the Bankruptcy Code and Bankruptcy Rule 9019, approving the Settlement Agreement by and among the Debtors, Parkview Financial REIT, LP ("**Parkview**") and Alberto Smeke Saba, Salomon Smeke Saba and CSC Hudson LLC (the "**Guarantor Parties**," and together with the Debtors and Parkview, collectively, the "**Parties**"); and the Court having jurisdiction to consider the Motion

[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) (collectively, the "**Debtors**").

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement.

and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the requested relief therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors' bankruptcy estates, creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given under the circumstances and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor:

IT IS HEREBY ORDERED THAT:

1. The Motion is hereby GRANTED as set forth herein.

2. The Settlement Agreement attached hereto as **Exhibit A** is approved.

3. The Clerk of the Court is authorized and directed to release and pay to the Guarantor Parties the sum of $1,343,494.01, which equals all of the interpleaded funds (the **"Interpleaded Funds"**) from the Registry of the Court, plus any and all interest on the Interpleaded Funds which has accrued since the deposit thereof into the Court's Registry, but net of any costs, expenses or surcharges of the Court. The Guarantor Parties (and/or their counsel) shall coordinate with the Clerk's Office regarding disbursement procedures.

4. Subject to the term of the Settlement Agreement, the Adversary Claims, including without limitation the pleadings filed at Docket Numbers 43, 44, 65, and 66, are hereby dismissed with prejudice, with each of the Parties to bear their own fees and costs.

5. The Parties are authorized to take all actions necessary or appropriate to perform under the Settlement Stipulation and to comply with this Order.

6. This Court shall retain jurisdiction to hear and determine all matters related to and/or arising from the implementation and/or interpretation of this Order.

EXHIBIT A

Settlement Agreement

IN THE UNITED STATES BANKRUPTCY 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, HUDSON 1702, LLC, ALBERTO SMEKE SABA, SALOMON SMEKE SABA, CSC HUDSON LLC and PARKVIEW FINANCIAL REIT, LP, Defendants.	Adv. No. 25-52468 (KBO)

SETTLEMENT AGREEMENT

CSC Hudson LLC, Alberto Smeke Saba and Salomon Smeke Saba (collectively, the "**Guarantor Parties**"), Parkview Financial REIT, LP ("**Parkview**") and Hudson 1701/1706, LLC and Hudson 1702, LLC (the "**Debtors**," and together with Parkview and the Guarantor Parties, collectively, the "**Parties**"), by and through their undersigned counsel, each hereby agrees to the following terms and conditions of a settlement agreement (this "**Settlement Agreement**") resolving the above-captioned adversary proceeding (the "**Adversary**"):

WHEREAS, on August 7, 2025, the Parties entered into that certain Settlement and Release Agreement (the "**S&R Agreement**"), which contained, among other things, the mutual releases agreed to by the Guarantor Parties and Parkview, but not the Debtors, in Section 5 of the S&R Agreement (the "**S&R Releases**");

WHEREAS, in conjunction with the entry into the S&R Agreement, the Parties and First American Title Insurance Company, as the Escrow Agent (as defined therein), entered into that certain Escrow Agreement dated August 7, 2025 (the "**Escrow Agreement**"), whereby, among other things, certain funds were deposited with the Escrow Agent (the "**Escrowed Funds**") pursuant to the terms therein;

WHEREAS, on October 22, 2025, each of the Debtors filed voluntary petitions for relief in this Court under chapter 11 of title 11 of the United States Code, as amended (the "**Bankruptcy Code**");

WHEREAS, the Guarantor Parties have filed certain proofs of claims [docketed as claim numbers 14 through 21] (the "**Proofs of Claim**") in the Debtors' above-captioned jointly administered chapter 11 bankruptcy cases;

WHEREAS, the Proofs of Claim, among other things, assert claims against the Debtors relating to certain amounts the Guarantor Parties claim under the S&R Agreement;

WHEREAS, on December 18, 2025, the Escrow Agent commenced the Adversary by the filing of a complaint (the "**Complaint**") seeking, among other things, the interpleader of the Escrowed Funds into the Court's registry (the "**Registry**");

WHEREAS, the Parties have since filed various pleadings in the Adversary, including, without limitation, claims, counterclaims and cross claims by and against each other (collectively, the "**Adversary Claims"**); and

WHEREAS, by order dated February 24, 2026, this Court authorized and directed the Escrow Agent to deposit the Escrowed Funds into the Registry, with the release of all or any of the Escrowed Funds to be settled by and among the Parties or pursuant to further Court order.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Settlement Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Parties each agree that the entire balance of the Escrowed Funds residing in the Court's Registry, plus all interest accrued thereon, shall be released directly and solely to the Guarantor Parties upon entry of an order of this Court, substantially in the form attached hereto as **Exhibit A**, approving this Settlement Agreement (the "**Approval Order**").

2. The Parties each further agree that, upon entry of the Approval Order, the Adversary shall be dismissed with prejudice (with each of the Parties to bear their own fees and costs), including, without limitation, all of the Adversary Claims; provided, however, that notwithstanding the forgoing, such dismissal shall not release, discharge, waive or otherwise impair in any manner any rights, interests, claims (as defined in section 101(5) of the Bankruptcy Code), defenses, benefits and/or recoveries of the Parties set forth in this Settlement Agreement, including, without limitation, (a) the Guarantor Parties' and Parkview's rights to and interests in the S&R Releases, (b) the Guarantor Parties' right to and interest in the Escrowed Funds, and (c) the Guarantor Parties' rights to, interests in, and claims and defenses under the Proofs of Claim.

3. The Guarantor Parties and Parkview (collectively, the "**Release Parties**" and, on their own, a "**Release Party**"), on behalf of themselves and their past, present, and future officers, directors, board members, trustees, employees, agents, advisors, accountants, attorneys, assignees, and representatives or other entities acting on their behalf or through which they claim a beneficial interest, hereby mutually exculpate, release and absolutely and forever discharge each other Release Party, as well as their past and present companies, subsidiaries, and affiliates, and their respective present and former officers, directors, board members, shareholders, trustees,

employees, agents, advisors, accountants, attorneys, assignees, and representatives, of and from any and all claims (as defined in section 101(5) of the Bankruptcy Code), demands, damages, debts, liabilities, judgments, accounts, obligations, costs, expenses, actions, and causes of action of every kind and nature whatsoever, whether now known or unknown, asserted or which could have been asserted, suspected or unsuspected, choate or inchoate, which the Release Parties now have, own, or hold, or at any time heretofore ever had, owned, or held against any of them from the beginning of time through the date hereof, which arise out of, relate to, or are based upon the Adversary, the Complaint, the Escrow Agreement and/or the S&R Agreement; provided, however, that notwithstanding the foregoing, such releases (a) shall not discharge, waive or otherwise impair in any manner (i) the obligations of the Release Parties under this Settlement Agreement, (ii) any rights, interests, claims (as defined in section 101(5) of the Bankruptcy Code), benefits and/or recoveries of the Release Parties provided for in this Settlement Agreement, or (iii) the S&R Releases, which shall remain in full force and effect; and (b) shall be effective and enforceable as between the Release Parties immediately upon execution of this Settlement Agreement by the Release Parties (the "**PVGP Execution Date**").

4. For the avoidance of doubt, and notwithstanding anything else contained in this Settlement Agreement to the contrary, (a) the Debtors are not included within the definition of the terms "Release Parties" or "Release Party"; (b) except for the claims asserted by the Debtors in (i) *Defendants Hudson 1701/1706, LLC and Hudson 1702, LLC's Answer to the Interpleader Complaint and Cross-Claims* (Docket No. 43 in the Adversary) and (ii) *Defendants Hudson 1701/1706, LLC and Hudson 1702, LLC's Answer and Affirmative Defenses to Alberto Smeke Saba, Salomon Smeke Saba and CSC Hudson LLC's Counterclaims* (Docket No. 72 in the Adversary), which will be dismissed with prejudice in accordance with Paragraph 2 of this

Settlement Agreement, the Debtors are not releasing any claims (as defined in section 101(5) of the Bankruptcy Code), demands, damages, debts, liabilities, judgments, accounts, obligations, costs, expenses, actions, or causes of action; (c) the Guarantor Parties are not releasing any claims (as defined in section 101(5) of the Bankruptcy Code), demands, damages, debts, liabilities, judgments, accounts, obligations, costs, expenses, actions, or causes of action against any non-Release Party, including, without limitation, against the Debtors and their respective estates and under their Proofs of Claim; and (d) the rights of the Debtors or any other party in interest, except for Parkview, to object to the Proofs of Claim are expressly reserved.

5. The terms and conditions of this Settlement Agreement shall be effective and enforceable immediately upon entry of the Approval Order; provided, however, such terms and conditions shall be effective and enforceable as between Parkview and the Guarantor Parties immediately upon the PVGP Execution Date.

6. This Settlement Agreement shall be binding upon and inure to the benefit of each Party and its successors, assigns, grantees and legal representatives.

7. The Parties agree that each of them has had a full opportunity to participate in the drafting of this Settlement Agreement and the Approval Order and any claimed ambiguity shall be construed neither for nor against any of the Parties.

8. This Settlement Agreement shall not be modified, altered, amended or supplemented except by a writing executed by each of the Parties or their authorized representatives.

9. The Parties each covenant and agree that they shall, from time to time, execute and deliver any and all documents and instruments and take such actions as are reasonably necessary

to carry out the intent and obligations of this Settlement Agreement, including, without limitation, to cause the release of the Escrowed Funds from the Court's Registry.

10. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Settlement Agreement and the Approval Order, and the Parties hereby consent to such jurisdiction to resolve any disputes or controversies arising from or related to the same.

11. This Settlement Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, and understandings, both written and oral, among the Parties with respect thereto. Notwithstanding the foregoing, the S&R Releases shall remain in full force and effect.

[Signature Blocks to Follow]

Dated: July 17, 2026
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

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Counsel for Debtors and Debtors in Possession

July 17, 2026
Wilmington, Delaware

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Counsel to the Guarantor Parties

July 17, 2026
Wilmington, Delaware

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Counsel to Parkview Financial REIT, LP

EXHIBIT B

Redline 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 to Docket No. 595
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[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) (collectively, the "**Debtors**").

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement.

and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the requested relief therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors' bankruptcy estates, creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given under the circumstances and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor:

IT IS HEREBY ORDERED THAT:

1. The Motion is hereby GRANTED as set forth herein.

2. The Settlement Agreement attached hereto as **Exhibit A** is approved.

3. The Clerk of the Court is authorized and directed to release and pay to the Guarantor Parties the sum of $1,343,494.01, which equals all of the interpleaded funds (the **"Interpleaded Funds"**) from the Registry of the Court ~~and pay directly to the Guarantor Parties all of the remaining Escrowed Funds~~, plus any and all interest ~~accrued thereon~~on the Interpleaded Funds which has accrued since the deposit thereof into the Court's Registry, but net of any costs, expenses or surcharges of the Court. The Guarantor Parties (and/or their counsel) shall coordinate with the Clerk's Office regarding disbursement procedures.

4. ~~Pursuant~~Subject to the term of the Settlement Agreement, the Adversary Claims, including without limitation the pleadings filed at Docket Numbers 43, 44, 65, and 66, are hereby dismissed with prejudice, with each of the Parties to bear their own fees and costs.

5. The Parties are authorized to take all actions necessary or appropriate to perform under the Settlement Stipulation and to comply with this Order.

6. This Court shall retain jurisdiction to hear and determine all matters related to and/or arising from the implementation and/or interpretation of this Order.

Summary report: **Litera Compare for Word 11.9.1.1 Document comparison done on 8/6/2026 5:15:00 PM**	
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