

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)

Obj. Deadline: January 6, 2026 at 4:00 p.m. (ET)

Hearing Date: January 13, 2026 at 1:00 p.m. (ET)

**MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS FOR AN ORDER PURSUANT TO BANKRUPTCY RULE 2004
AUTHORIZING AND DIRECTING PRODUCTION OF DOCUMENTS
FROM THE DEBTORS, PARKVIEW FINANCIAL REIT, LP
AND ALBERTO SMEKE SABA AND SOLOMON SMEKE SABA**

The Official Committee of Unsecured Creditors (the “Committee”) files this motion (the “Motion”), pursuant to Sections 105(a) and 1103(c) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”):

- (i) directing the above-captioned Debtors to produce, on a rolling basis, with a substantial completion date to be agreed among the parties, but not later than January 23, 2026, all documents and communications within its possession, custody, or control as described in **Schedule 1** attached to the Proposed Order;
- (ii) directing Parkview Financial REIT, LP and its affiliates (“Parkview”) to produce, on a rolling basis, with a substantial completion date to be agreed among the parties, but not later than January 23, 2026, all documents and communications within its possession, custody, or control as described in **Schedule 2** attached to the Proposed Order;
- (iii) directing Alberto Smeke Saba and Solomon Smeke Saba, and their affiliates (the “Smekes”) to produce, on a rolling basis, with a substantial completion date to be

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtors’ 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.



agreed among the parties, but not later than January 23, 2026, all documents and communications within their possession, custody, or control as described in **Schedule 3** attached to the Proposed Order;

- (iv) authorizing procedures for the production of documents from and examination of certain third parties (each an “Additional Rule 2004 Party,” and collectively, the “Additional Rule 2004 Parties”) related to the Document Requests and the topics identified therein; and
- (v) authorizing the Committee to issue additional document requests to Parkview and the Smekes and Additional Rule 2004 Parties, as necessary.

As support, the Committee respectfully submits:

PRELIMINARY STATEMENT

1. The Committee seeks discovery under Rule 2004 from the Debtors, Parkview and the Smekes to investigate matters directly affecting the Debtors’ estates and the administration of these chapter 11 cases. Based on the record presently available, the Committee has identified events preceding the Petition Date (defined below) that cannot be fully evaluated without discovery. These events include, but are not limited to, Parkview’s purported failure to disburse funds to pay for the construction of the Debtors’ property located at 353 West 57th Street, New York, NY 10019 (the “Property”) as required under the parties’ governing loan documents, the halt in construction and unresolved regulatory issues that led to a stop work order issued on the Property, the defaults asserted by Parkview under the loan documents and foreclosure on the Debtors’ equity interests, and the execution of a settlement agreement between the Debtors, Parkview, the Smekes and other parties, containing releases that potentially compromised claims and causes of actions held by the Debtors months before these chapter 11 cases were filed.

2. Rule 2004 permits discovery where additional information is necessary to understand the Debtors’ financial affairs, assets and operations and the circumstances leading up to the bankruptcy. The foregoing events raise legitimate questions regarding the Debtors’ financial distress and operational and regulatory challenges, and the effect of Parkview’s and the Smekes’

prepetition actions. Discovery is therefore warranted to enable the Committee to carry out its statutory duties to assess whether potential claims exist and to determine whether further action is appropriate for the benefit of the Debtors' estates and their unsecured creditors.

3. For these reasons and those detailed below, the Committee requests that the Court grant the relief requested in the Motion and enter the Proposed Order (i) permitting the Committee to take discovery from the Debtors, Parkview and the Smekes and (ii) setting procedures for the Committee to issue additional discovery requests.

JURISDICTION AND VENUE

4. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The Committee consents to the entry of a final order of this Motion in accordance with Local Rule 9013-1(f) if it is determined the Court, absent the consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

STATUTORY PREDICATES

6. The bases for the relief requested herein are Sections 105(a) and 1103(c) of the Bankruptcy Code, Bankruptcy Rule 2004, and Local Rule 2004-1.

BACKGROUND

A. The Chapter 11 Cases

1. On October 22, 2025 (the "Petition Date"), the Debtors each filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses as debtors-in-possession under sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these cases.

2. On November 25, 2025, the United States Trustee appointed the Committee. *See* Dkt. No. 104. Subsequently, the Committee selected Seward & Kissel LLP as lead bankruptcy counsel, Morris James LLP as local counsel, and, Province LLC as financial advisor, and immediately began investigating estate assets for potential unsecured creditor recoveries.

3. The following facts, drawn from the Committee’s preliminary investigation into Parkview and the Smekes, provide context for its discovery request.

B. Smekes Management of Construction and Redevelopment of the Property

4. The Debtors were formed to redevelop the Property into a multi-family residential property (the “Project”). CSC Hudson LLC (“CSC”), an entity owned and controlled by the Smekes, previously owned the Debtors. The Smekes managed the Debtors’ operations and directed all aspects of the Project, including efforts to secure financing from Parkview.

5. From the outset, the Project faced regulatory hurdles, including tenant occupancy issues and New York City zoning restrictions. The Committee understands that portions of the Property remain occupied by rent-stabilized tenants, and the Property is located in a special zoning district. The construction and redevelopment is subject to oversight by the New York City Department of Buildings and the Department of Housing and Preservation Development (“HPD”). To undertake alterations on the Property, New York City zoning laws require developers to obtain a Certificate of No Harassment (“CONH”), certifying that no tenant harassment had occurred.

6. The Committee understands several tenants lodged harassment complaints against the Debtors. HPD investigated and recommended denial of the Debtors’ CONH application. Without a CONH, construction could not proceed. The Smekes did not contest HPD’s determination and, instead, sought to resolve the harassment issue through a “cure agreement” with HPD.

7. Upon information and belief, the Smekes could have submitted a “Waiver of Execution and Subordination to Cure Agreement,” with the cure application to HPD to allow construction to resume, but did not. Since February 2024, the Project has remained subject a partial stop work order issued by the City of New York (the “Stop Work Order”), preventing any meaningful progress on redevelopment. The Committee understands that Taconic Development Advisors LLC has been retained to resume construction, but it is unclear what the Debtors have done since the Petition Date.

C. Parkview Fails to Fulfill Funding Requests, Forecloses on the Debtors’ Equity Interests and Assumes Control of the Debtors

a. Construction Loan and Parkview’s Failure to Fund Draw Requests

8. Parkview is managed by Paul Rahimian, Chief Executive Officer, and Ted Jung Chief Credit Officer. To fund the Project, Parkview loaned the Debtors (the “Loans”) (i) \$81,782,527 under the Building Loan Agreement, dated on May 4, 2022, and (ii) \$125,217,473 under the Project Loan Agreement, dated May 4, 2022 (together with the Building Loan Agreement, the “Prepetition Loan Agreement”). The Smekes personally guaranteed the Loans, and CSC pledged all of its equity interests in the Debtors to Parkview as additional collateral.

9. Under the Prepetition Loan Agreement, Parkview was obligated to disburse funds when the Debtors submitted draw requests under certain conditions. However, upon information and belief, Parkview failed to fund a number of requested draws. Parkview has faced similar claims by other real estate developers who alleged that Parkview’s failure to fulfill funding requests led to delayed payments to suppliers and vendors and liens on their project.² The Committee seeks to ascertain whether Parkview’s failure to fund the Project led to construction

² See, e.g., 289-301 *Washington LLC v. Parkview Financial REIT, LP*, Case No. ESX-L-004427-24, Compl. (Essex Cty., N.J. Super. Ct., Jun. 27, 2024); *Triangle 613, LLC v. Parkview Financial REIT, LP*, Case No. 506965/2024, Summons with Notice (N.Y. Sup. Ct., Kings Cty., Mar. 3, 2024).

delays, work stoppages, and accrued fines and penalties. The funding shortfalls may have further impeded the Debtors' ability to address regulatory issues and secure the lifting of the Stop Work Order and impacted tenants on the Property, who complained of harassment and construction dust and debris left behind when work stopped because contractors and service providers were not paid.

b. Debtors Default, Parkview Foreclosure Sale and Settlement Agreement

10. The Debtors allegedly failed to repay the Loans by the stated maturity date on November 1, 2024. Parkview did not immediately exercise its remedies under the Prepetition Loan Agreements. Upon information and belief, on April 10, 2025, Parkview, the Debtors, CSC, the Smekes and 356W58 Ground Lessor LLC, the ground lessor of the Property, entered into a "Financing Agreement" under which the Smekes agreed to pursue a cure application with HPD and seek lifting of the Stop Work Order by May 30, 2025. Parkview, in turn, agreed to make incentive-based payments to the Smekes. Upon information and belief, the Smekes did not file a cure application by the May 30th deadline.

11. On June 30, 2025, Parkview sued the Smekes in the Supreme Court of New York alleging, among other things, that the Debtors defaulted on the Loans, the Smekes breached the Financing Agreement, and the Smekes' mismanagement of the Project led to the regulatory issues with HPD and the Department of Buildings and denial of the CONH.

12. Following unsuccessful negotiations to secure an additional extension for the Loans, on July 25, 2025, Parkview foreclosed on all equity interests in the Debtors pledged as collateral and acquired ownership of the Debtors through an \$80 million credit bid at the foreclosure sale. Parkview thereafter assigned the acquired equity interests to PV Hudson LLC ("PV Hudson"), which became the sole member of each of the Debtors.

13. On August 7, 2025, the Debtors, Parkview, CSC and the Smekes entered into the *Settlement and Release Agreement* (the “Settlement Agreement”), under which the parties agreed to settle Parkview’s lawsuit against the Smekes. *See* Dkt. No. 123, Exhibit A. Under the settlement, Parkview agreed to pay the Smekes a total of \$4,637,500, which was placed in escrow until the Smekes met certain conditions. The first \$3 million was released after the Smekes delivered certain documents to Parkview, and the balance of \$1,637,500 was scheduled to be released on the earlier of (i) the date the Smekes obtained approval to lift the Stop Work Order, or (ii) 90 days after the effective date of the Settlement Agreement. Upon information and belief, the remaining funds have not been released, and the Stop Work Order remains in place.

14. The Settlement Agreement includes broad mutual releases, including releases purportedly binding the Debtors. *See* Dkt. No. 123, Ex. A at 3-4. A question exists as to whether the estates are bound by the Settlement Agreement.

15. An investigation is thus necessary to understand the intent, negotiation and intended beneficiaries of the settlement releases and whether Parkview and the Smekes impermissibly compromised estate causes of actions held by the Debtors.

D. Lack of Corporate Governance and Parkview’s Efforts to Control these Cases

16. Following the foreclosure and transfer of ownership of the Debtors to PV Hudson, Parkview became the indirect owner of the Debtors. Parkview’s Ted Jung signed the resolutions commencing these chapter 11 cases, and ultimately, Parkview took its place as the Debtors’ owner, Prepetition Lender and DIP Lender. Although the Debtors (through Parkview) attempted to cleanse corporate governance issues and conflicts by appointing Robbin Itkin, a former DLA Piper partner and client of DLA Piper, Parkview has continued to exercise control over the Debtors and decision-making both before and after the Petition Date.

17. In connection with the commencement of these cases, the Debtors and Parkview entered into a Cash Collateral Agreement under which Parkview loaned \$1 million to fund limited operating expenses. Parkview also agreed to fund these cases under a debtor-in-possession financing agreement (the “DIP Loan”) that, absent the Committee’s objection (*see* Dkt. No. 144), would have allowed Parkview to roll-up approximately \$32.78 million of the outstanding amount owed under the Prepetition Loan Agreements, obtain broad releases, and secure liens on unencumbered assets such as avoidance actions, commercial tort claims, tax refunds, D&O claims, claims against insiders (*i.e.*, Parkview), insurance policies and the proceeds thereof. These assets may represent the only potential source of recovery for unsecured creditors.

RELIEF REQUESTED

18. The discovery requested serves to assist the Committee in carrying out its statutory duties to investigate the acts, conduct, assets, liabilities and financial affairs of the Debtors, including transactions and events that affected the Debtors’ capital structure, governance, control and efforts to obtain financing for these cases. The discovery sought is not overbroad but instead tailored toward the issues described in this Motion. To the extent additional issues or information is discovered, the Committee will seek additional information from the appropriate party.

19. The Committee therefore seeks entry of the Proposed Order attached as **Exhibit A** permitting the Committee to obtain from (i) the Debtors, on a rolling basis, all documents and communications in its possession, custody or control as described in **Schedule 1** attached to the Proposed Order; (ii) Parkview, on a rolling basis, all documents and communications in its possession, custody or control as described in **Schedule 2** attached to the Proposed Order; (ii) the Smeke, on a rolling basis, all documents and communications in their possession, custody or control as described in **Schedule 3** attached to the Proposed Order; (iii) authorizing procedures for the production of documents from and examination of Additional Rule 2004 Parties; and (iv)

authorizing the Committee to issue additional document requests to Parkview and the Smekes and Additional Rule 2004 Parties, as necessary.

BASIS FOR RELIEF

20. The Bankruptcy Rules authorize discovery on any matter that relates to the property and assets of the estate, the financial condition of the debtor and any matter that may affect the administration of a debtor's estate. *See* FED. R. BANKR. P. 2004(b). The examination "may also relate to the operation of any business and the desirability of its continuance, the source of any money or property acquired or to be acquired by the debtor for purposes of consummating a plan and the consideration given or offered therefor, and any matter relevant to the case or to the formulation of a plan." *Id.*

21. "[T]he scope of Rule 2004 is broad and unfettered, and has been likened to a 'fishing expedition' and 'an inquisition.'" *In re Millennium Lab Holdings II, LLC*, 562 B.R. 614, 626 (Bankr. D. Del. 2016); *see also In re Wash. Mut. Inc.*, 408 B.R. 45, 49 (Bankr. D. Del. 2009) (quoting *In re Bennett Funding Group, Inc.*, 203 B.R. 24, 28 (Bankr. N.D.N.Y. 1996)) ("The scope of a Rule 2004 examination is 'unfettered and broad.'"); *see also In re Countrywide Home Loans, Inc.*, 384 B.R. 373, 400 (Bankr. W.D. Pa. 2008). This broad scope extends to any third parties who have a relationship with the debtors and includes the designation of an informed person to appear for an oral examination. *See In re Ionosphere Clubs, Inc.*, 156 B.R. 414, 432 (S.D.N.Y. 1993), *aff'd*, 17 F.3d 600 (2d Cir. 1994) ("Because the purpose of the Rule 2004 investigation is to aid in the discovery of assets, any third party who can be shown to have a relationship with the debtor can be made subject to a Rule 2004 investigation."); *In re Wilcher*, 56 B.R. 428, 433 (Bankr. N.D. Ill. 1985) (Rule 2004 examination "may extend to creditors and third parties who have had dealings with the debtor.") (citations omitted); *In re Analytical Sys., Inc.*, 71 B.R. 408, 412 (Bankr. N.D. Ga. 1987) ("The application of the discovery device of Bankruptcy Rule 7030 (Fed. R. Civ.

P. 30), for a corporation to designate and inform persons to testify on its behalf to Bankruptcy Rule 2004 examinations is both consistent with and assists in the accomplishment of expeditious administration.”); *see also In re Mittco, Inc.*, 44 B.R. 35, 36 (Bankr. D. Wis. 1984) (“Where there is a showing that the purpose of the examination is to enable a party to probe into matters which may lead to the discovery of assets by examining not only the debtor, but also other witnesses, such inquiry is allowed.”). Accordingly, bankruptcy courts routinely require third parties to produce documentary and testimonial discovery pursuant to Rule 2004. *See, e.g., Millennium*, 562 B.R. at 628. In *Millennium*, the court granted a Rule 2004 examination of third parties to determine “the scope of viable claims that may exist on behalf of the Plan trusts against potential third parties that may be culpable for causing such harm to the Debtors.” *Id.* at 627.

22. As a fiduciary for all unsecured creditors, the Committee is granted broad statutory powers to, among other things, “investigate the acts, conduct, assets and liabilities and financial condition of the debtor, . . . and any other matter relevant to the case or to the formulation of a plan.” 11 U.S.C. § 1103(c)(2). Bankruptcy Rule 2004 is recognized as a proper pre-litigation device that can uncover facts and circumstances that may demonstrate whether a debtor’s estate holds a claim against a third party and the strength of any such claim. This Court has also recognized that “[o]ne of the primary purposes of a Rule 2004 examination is as a prelitigation device.” *Wash Mut.*, 408 B.R. at 53; *see Bennett Funding*, 203 B.R. at 28 (Bankruptcy Rule 2004 “is properly used as a pre-litigation device to determine whether there are grounds to bring an action”).

23. Discovery is warranted to allow the Committee to investigate the events before and leading up to the Debtors’ bankruptcy. As set forth in this Motion, the Smekes controlled the Debtors during the period in which the Project encountered regulatory obstacles, construction

delays and the City of New York issued the Stop Work Order. Parkview later assumed control of the Debtors after the foreclosure sale and caused the Debtors to enter into the Settlement Agreement with the Smekes that potentially released claims held by the Debtors.

24. Furthermore, the Committee understands that Parkview failed to fulfill funding requests to pay vendors and suppliers, which resulted in liens on the Property and numerous other financial after-effects. These facts demonstrate that Parkview and the Smekes had a direct and material impact on the Debtors' financing and operations that ultimately led to these chapter 11 cases. An investigation is therefore imperative to ascertain whether potential claims exist arising from Parkview's and the Smekes' prepetition conduct. The investigation is a basic function of the Committee's statutory duties, and the discovery requested is narrowly tailored to the facts described in this Motion and not designed to harass or burden the Debtors, Parkview or the Smekes.

25. Accordingly, the Committee requests that the Court grant the Motion.

CERTIFICATION PURSUANT TO LOCAL RULE 2004-1

26. On December 23, 2025, the Committee's counsel sent the requests on Schedule 1 to the Debtors, and on December 29, 2025, the Committee's counsel conferred with the Debtors' counsel regarding the requested production of documents and timing of such production. On December 23, 2025, the Committee's counsel sent the requests on Schedule 3 to Parkview, and on December 30, 2025, conferred with Parkview's counsel regarding the requested production of documents and the timing of such production. The Committee agreed with each of the Debtors and Parkview that productions would begin immediately, on a rolling basis, with a substantial completion date to be discussed among the parties. On December 23, 2025, the Committee's counsel sent the requests on Schedule 2 to the Smekes, and counsel to the Committee and the Smekes have scheduled a meet and confer regarding the requested production of documents and the timing of such production for January 5, 2026. Accordingly, the Committee's undersigned

counsel certifies that the Committee's counsel has satisfied its meet and confer obligations under Local Rule 2004-1(a).

27. This Motion is filed to ensure that the Debtors, Parkview and the Smekes are compelled to make complete productions of documents responsive to the Committee's requests and enable the Committee to perform an appropriate investigation in the exercise of its fiduciary duties in the expedited timeframe required by these cases.

28. Under these circumstances, the matters requested in this Motion are appropriate and within the scope of Bankruptcy Rule 2004.

RESERVATION OF RIGHTS

29. The Committee reserves all rights to request, pursuant to Bankruptcy Rule 2004 or otherwise, additional documents or examinations upon review of the documents produced in connection with this Motion or otherwise.

NOTICE

30. Notice of this Motion will be provided to: (i) counsel to the Debtors; (ii) counsel to Parkview; (iii) counsel to the Smekes; (iv) the office of the United States Trustee for the District of Delaware; and (v) any party requesting notice under Bankruptcy Rule 2002. The Committee submits that no other or further notice is required.

NO PRIOR REQUEST

31. No prior request has been made for the relief sought in this Motion.

CONCLUSION

32. For the foregoing reasons, the Court should enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the Motion.

Dated: December 30, 2025
Wilmington, Delaware

Respectfully submitted,

MORRIS JAMES LLP

/s/ Siena B. Cerra
Eric J. Monzo (DE Bar No. 5214)
Siena B. Cerra (DE Bar No. 7290)
3205 Avenue North Blvd., Suite 100
Wilmington, DE 19803
Telephone: (302) 888-6800
Email: emonzo@morrisjames.com
scerra@morrisjames.com

-and-

SEWARD & KISSEL LLP

Robert J. Gayda (admitted *pro hac vice*)
Thomas Ross Hooper (admitted *pro hac vice*)
Catherine V. LoTempio (admitted *pro hac vice*)
Andrew J. Matott (admitted *pro hac vice*)
One Battery Park Plaza
New York, New York 10004
Telephone: (212) 574-1200
Facsimile: (212) 450-8421
Email: gayda@sewkis.com
hooper@sewkis.com
lotempio@sewkis.com
matott@sewkis.com

*Proposed Counsel to the Official
Committee of Unsecured Creditors*

**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)

Obj. Deadline: January 6, 2026 at 4:00 p.m. (ET)

Hearing Date: January 13, 2026 at 1:00 p.m. (ET)

**NOTICE OF MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS FOR AN ORDER PURSUANT TO BANKRUPTCY RULE 2004
AUTHORIZING AND DIRECTING PRODUCTION OF DOCUMENTS
FROM THE DEBTORS, PARKVIEW FINANCIAL REIT, LP
AND ALBERTO SMEKE SABA AND SOLOMON SMEKE SABA**

PLEASE TAKE NOTICE that on December 30, 2025, the Official Committee of Unsecured Creditors (the “Committee”) of Hudson 1701/1706, LLC, *et al.*, filed with the United States Bankruptcy Court for the District of Delaware (the “Court”) the *Motion of the Official Committee of Unsecured Creditors for an Order Pursuant to Bankruptcy Rule 2004 Authorizing and Directing Production of Documents From the Debtors, Parkview Financial REIT, LP and Alberto Smeke Saba and Solomon Smeke Saba* (the “Motion”).

PLEASE TAKE FURTHER NOTICE that, objections, if any, to the Motion or the relief requested therein must be filed with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before **January 6, 2026 at 4:00 p.m. (ET)**. At the same time, you must serve a copy of the objection so as to be received on or before the Objection Deadline upon the proposed undersigned counsel to the Committee.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON JANUARY 13, 2026 AT 1:00 P.M. (ET) BEFORE THE HONORABLE KAREN B. OWENS, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM NO. 3, WILMINGTON, DELAWARE 19801.

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

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

Dated: December 30, 2025
Wilmington, Delaware

MORRIS JAMES LLP

/s/ Siena B. Cerra

Eric J. Monzo (DE Bar No. 5214)
Siena B. Cerra (DE Bar No. 7290)
3205 Avenue North Blvd., Suite 100
Wilmington, DE 19803
Telephone: (302) 888-6800
Facsimile: (302) 571-1750
E-mail: emonzo@morrisjames.com
scerra@morrisjames.com

-and-

SEWARD & KISSEL LLP

Robert J. Gayda (admitted *pro hac vice*)
Catherine V. LoTempio (admitted *pro hac vice*)
Andrew J. Matott (admitted *pro hac vice*)
Thomas Ross Hooper (admitted *pro hac vice*)
One Battery Park Plaza
New York, New York 10004
Telephone: (212) 574-1200
Email: gayda@sewkis.com
lotempio@sewkis.com
matott@sewkis.com
hooper@sewkis.com

*Proposed Counsel to the Official Committee of
Unsecured Creditors*

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)

Re: Docket No. ____

**ORDER GRANTING MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS FOR AN ORDER PURSUANT TO BANKRUPTCY RULE 2004
AUTHORIZING AND DIRECTING PRODUCTION OF DOCUMENTS
FROM THE DEBTORS, PARKVIEW FINANCIAL REIT, LP
AND ALBERTO SMEKE SABA AND SOLOMON SMEKE SABA**

Upon consideration of the Official Committee of Unsecured Creditors' motion for discovery under Fed. R. Bankr. P. 2004 (the "Motion"),² and any responses thereto, and after a hearing on the Motion; and upon the record thereof; and after due deliberation thereon; and the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1408 and 1409, (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b), and (iii) notice of the Motion was sufficient under the circumstances; and the Court having determined that good and sufficient cause having been shown;

IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED**.
2. The Debtors, Parkview and the Smeke are directed to promptly begin producing to the Committee all documents relating to the topics set forth on the Document Requests attached to this Order as **Schedule 1**, **Schedule 2** and **Schedule 3** on a rolling basis, with such document

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtors' 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 used but not defined herein have the meaning ascribed to them in the Motion.

production to be substantially completed by no later than January 23, 2026, unless an alternative production schedule is consensually agreed to in writing by the parties.

3. In the course of its investigation, the Committee may identify additional persons or entities from which it requires oral examinations and/or document productions in relation to the Document Requests. Under such circumstances, the Committee is authorized to file a “Notice of Additional Entities Subject to Rule 2004 Examination” on the docket in the Bankruptcy Cases describing the documents sought from any Additional Rule 2004 Party and, following a meet and confer with such Additional Rule 2004 Party (which meet and confer shall take place no more than forty-eight (48) hours after the filing of such notice), the Committee shall be authorized, without further order of the Court, to issue subpoena(s) to the Additional Rule 2004 Party setting forth the date and time of the oral examination of and document production by such Additional Rule 2004 Party (which, absent further order of this Court or written agreement with such party, will set a date for production that is fourteen (14) days after service of the subpoena(s) and a date for oral examination that is no less than seven (7) days thereafter); *provided, however*, that such Additional Rule 2004 Party shall have five (5) days from the service of such subpoena to object to the relevance, scope, burden or procedure of the document requests included in such subpoena.

4. The Committee may identify additional persons or entities from which it requires oral examinations and/or document productions in relation to the Document Requests from the Debtors, Parkview, the Smekes or any Additional Rule 2004 Party and is authorized to file a “Notice of Additional Document Production or Oral Examination,” without further order of the Court, to issue subpoena(s) to the Debtors, Parkview, the Smekes or the Additional Rule 2004 Party, as applicable, setting forth the date and time of the oral examination of and document production (which, absent further order of this Court or written agreement with such party, will set

a date for production that is fourteen (14) days after service of the subpoena(s) and a date for oral examination that is no less than seven (7) days thereafter); *provided, however*, that the Debtors, Parkview, the Smekees or the Additional Rule 2004 Party, as applicable, shall have five (5) days from the service of such subpoena to object to the relevance, scope, burden or procedure of the document requests included in such subpoena.

5. Nothing in this Order shall be deemed to limit or restrict the Committee's right to seek further discovery or other additional examinations, including, but not limited to, under Bankruptcy Rule 2004 or in the context of contested matters.

6. The Committee is authorized to take all actions deemed necessary to effectuate the relief granted in this Order.

7. The terms and conditions of this Order will be immediately effective and enforceable upon its entry.

8. The Court shall retain jurisdiction to resolve any disputes arising under or related to this Order, including any discovery disputes that may arise between or among the parties, and to interpret, implement, and enforce the provisions of this Order.

Schedule 1

(First Request for Production – Debtors)

DEFINITIONS

1. “*All*,” “*each*,” and “*any*” shall be construed as encompassing any and all.
2. “*And*” and “*or*” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
3. “*Bankruptcy Code*” means the Title 11 of the United States Code.
4. “*Cash Collateral Agreement*” means that certain cash collateral agreement by and among the Debtors and Parkview dated as of October 22, 2025.
5. “*CSC*” means CSC Hudson LLC.
6. “*Chapter 11 Cases*” mean the chapter 11 cases filed by the Debtors in the United States Bankruptcy Court for the District of Delaware (jointly administered under Case Number: 25-11853).
7. “*Communications*” mean any exchange of information by any means of transmission, including, but not limited to, face-to-face conversations, mail, electronic mail over personal or business accounts, instant or text message over personal or business devices (including SMS/MMS, iMessage, Skype, and WhatsApp), overnight delivery, telephone or facsimile.
8. “*Concerning*,” “*regarding*,” or “*relating to*” means in any way, directly or indirectly, alluding to, amending, assisting with, canceling, commenting on, comprising, concerning, confirming, considering, contradicting, describing, discussing, endorsing, evidencing, identifying, incorporating, mentioning, modifying, negating, negotiating, pertaining to, qualifying, referring to, regarding, relating to, relevant to, representing, revoking, showing, suggesting, supplementing, supporting, terminating, underlying, or otherwise involving the subject matter of the specified request.

9. “**CONH**” means the Certificate of No Harassment application filed by the Debtors with HPD.

10. “**Cure Application**” means any application to cure harassment concerns with HPD, including that certain cure application submitted by or at the direction of the Smekes.

11. “**D&O**” means director and officer.

12. “**Debtors**” mean Hudson 1701/1706, LLC and Hudson 1702, LLC.

13. “**DOB**” means New York City Department of Buildings.

14. “**Document(s)**” means all writings, audio recordings and videos of any nature whatsoever (including, specifically, all drafts), whether originals or copies, including all non-identical copies (whether different from the original because of notes made on or attached to them or otherwise), whether drafts, preliminary, proposed or final versions, whether printed, recorded, produced or reproduced by any other mechanical or electronic process, whether written or produced by hand, within Your possession, custody or control, including without limitation, contracts, agreements, arrangements, understandings, Communications, correspondence, records, reports, studies, memoranda (including memoranda of telephone, personal or intra-office conversations and memoranda of conferences, notes, advertisements, notices, facsimile Communications), Phone Records, Videoconferencing Records, diaries, forecasts, accountants’ work papers, graphs, summaries, lists, tabulations, charts, diagrams, blueprints, tables, indices, pictures, recordings, tapes, charges, accounts, minutes, press releases, stenographic, handwritten or any other notes, projections, working papers, checks, check stubs, receipts, or any other document or writings of whatever description, including, without limitation, e-mails, instant messages, text messages, ESI or other electronic chats or messages and any information contained

in any computer or memory system, although not yet printed out, or any material underlying, supporting or used in the preparation of any such documents.

15. “**ESP**” or “**Electronically Stored Information**” means information or data that is generated, received, processed, and recorded by computers and other electronic devices, and includes, without limitation, system metadata (e.g., author, recipient, file creation date, file modification date) and user-generated metadata (e.g., spreadsheet formulas). “ESI” further includes, without limitation, the following: (i) output resulting from the use of any software program, such as word processing documents, spreadsheets, database files, charts, graphs, and outlines, (ii) electronic mail, (iii) message logs from Google Chat, AOL Instant Messenger, Facebook, Twitter, WhatsApp, Telegram, and similar programs, (iv) audio and video files, (v) internal (intranet) or external websites, and (vi) activity listings of electronic mail receipts and/or transmittals. “ESI” includes electronic information or data wherever it resides, including, without limitation, (i) Facebook, Instagram or other social media, (ii) in an active file on a computer network, an individual computer’s hard drive or in a Cloud storage facility, (ii) in a deleted file or file fragment, (iii) on backup/storage media, (iv) on removable media, such as a floppy disk, memory stick, portable hard drive, or zip drive, and (v) on a smart phone or personal digital assistant. “ESI” also includes Documents, containers and labels appended to or concerning any physical storage device associated with responsive electronic information or data.

16. “**Fallback Plan**” means the Fallback Business Plan as defined in the Ground Lease.

17. “**Financial Agreement**” means that certain financial agreement dated April 10, 2025 by and between CSC, the Debtors, the Smekes, the Ground Lessor, and Parkview.

18. “**Foreclosure Sale**” means the July 25, 2025 foreclosure sale of all the equity in the Debtors.

19. “**Ground Lease**” means the ground lease agreement between the Debtors and Ground Lessor, dated May 4, 2022.

20. “**Ground Lessor**” means 356W58 Ground Lessor LLC.

21. “**HPD**” means New York City Department of Housing and Preservation Development.

22. “**Identify**” means (a) with respect to persons, to give, to the extent known, the person’s full name, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment; (b) with respect to documents, either (i) to give, to the extent known, the (A) type of document; (B) general subject matter; (C) date of the document; and (D) author(s), addressee(s) and recipient(s); or (ii) to produce the documents, together with sufficient identifying information to satisfy Federal Rule of Civil Procedure 33(d).

23. “**Including**,” “**include**,” or “**includes**” shall mean “including, without limitation.”

24. “**Parkview**” means Parkview Financial REIT, LP, Parkview Financial Fund GP, Inc., PV Hudson, Parkview Financial, LLC, and/or any of their affiliated entities other than the Debtors.

25. “**Person**” means any natural person or any legal entity, including, without limitation, any business or governmental entity or association.

26. “**Petition Date**” means the Chapter 11 Cases filed by the Debtors on October 22, 2025.

27. “**Phone Records**” mean all Documents, including telephone bills, recordings, transcripts, call summaries, telephone logs, and/or invoices for telephone conferencing services, that identify the date, time, duration, participants, telephone numbers, and/or proposed or actual subject matter of any telephone call.

28. “**Prepetition Loan Agreements**” mean the Building Loan Agreement, dated on May 4, 2022, and the Project Loan Agreement, dated May 4, 2022.

29. “**Prepetition Loan**” means the loans issued under the Prepetition Loan Agreements.

30. “**Property**” means the real property known as 353 West 57th Street Condominium and by the street number 353-361 West 57th Street a/k/a 358-366 West 58th Street located in New York, New York and all improvements thereon.

31. “**PV Hudson**” means PV Hudson, LLC.

32. “**Reflecting**” means constituting, embodying, memorializing, representing, or containing in any manner.

33. “**Request**” means any request for the production of documents set forth herein.

34. “**Settlement Agreement**” means that certain settlement and release agreement dated as of August 7, 2025 by and between the Debtors, Parkview, the Smeke, and CSC.

35. “**Smeke**” mean Alberto Smeke Saba and Solomon Smeke Saba.

36. “**Stop Work Order**” means the partial stop work order issued by the City of New York on the Property.

37. “**UCC**” means Uniform Commercial Code.

38. “**Union MOA**” means the memorandum of agreement between CSC and EC 58th Street LLC.

39. “**Union Settlement Agreement**” means that certain settlement agreement dated as of January 25, 2024 by and between the Debtors, the hotel union, CSC, the Ground Lessor, and Parkview.

40. “**Videoconferencing Records**” mean all Documents, including bills, call or video summaries, transcripts, recordings, meeting logs, and/or invoices for conferencing services that

identify the date, time, duration, participants, telephone numbers, planned or actual subject matter, and any Documents uploaded and/or accessed through any videoconferencing call or service.

41. “*You*” and “*Your*” means Parkview.

INSTRUCTIONS

1. Unless otherwise indicated in a particular Request, the date range of these Requests shall be January 1, 2022 through the date of the response hereto.

2. Documents shall be produced as they have been kept in the ordinary course of business. In this respect, the file folder in which the documents are contained is deemed an integral part of the document and shall also be produced. You are specifically requested to produce any excel spreadsheets in native format.

3. The singular shall include the plural and the plural shall include the singular; the conjunctive shall include the disjunctive and the disjunctive shall include the conjunctive.

4. If any document is withheld, in whole or in part, on the basis of privilege, the producing party shall provide a proper privilege log at the time of the document production.

5. These Requests extend to all documents in a producing party’s possession, custody and/or control, or in the possession, custody or control of persons or entities under the producing party’s control, whether or not such documents were created or prepared by the producing party. The terms “possession,” “custody,” and “control” mean possession, custody or control, or rights to possession, custody or control, of documents by producing party, including Documents in the possession of any attorneys, without limitation, and documents in the custody, possession or control of any of the producing party’s accountants, advisers, representatives and/or other agents of same.

6. Each reference to a corporation, partnership, joint venture, unincorporated association, government agency or other fictitious person shall be deemed to include each and all

of its subsidiaries, affiliates, predecessors and successors, and with respect to each of such entities, its officers, directors, shareholders, employees, partners, limited partners, representatives, agents, accountants, attorneys and any other person who acted or purported to act on its behalf.

7. Each reference to a natural person shall be deemed to include that person's agents, attorneys, representatives and any other person who acted or purported to act on that person's behalf.

8. In responding to these Requests, which are continuing in nature, the producing party shall produce all responsive documents in their possession, custody and/or control and shall promptly supplement and/or correct its responses if the producing party comes into possession, custody or control of additional documents, or learns or determines additional information, after the service of its response.

9. If, after a reasonable and thorough investigation using due diligence, the producing party is unable to furnish a document or part thereof because a document is not available to the producing party, the producing party shall provide a list of each document so lost, destroyed or otherwise unavailable, together with the following information: (a) date or origin; (b) brief description of such document; (c) author of the document; (d) date upon which the document was lost or destroyed; and (e) brief statement of the manner in which such document was lost or destroyed.

10. Electronic data should be produced with all native files and metadata intact, in full-text searchable format. Any responsive, electronically stored data shall be converted/processed to TIFF files and Bates numbered, and include fully searchable text. Additionally, email and native file collections should include linked native files. Documents must be produced with load files necessary to load such documents onto Relativity. Images should be single-page TIFF files and

file names cannot contain embedded spaces. The text and metadata of emails and the attachments, and native file document collections should be extracted and provided in a .DAT file. Searchable text of the entire document must be provided for every record, at the document level, and extracted text must be provided for documents that originated in electronic format.

11. If there are no documents responsive to a category in this Request, so state in writing.

12. The producing party shall follow all deadlines and procedures under applicable law. Objecting to a portion of a Request does not relieve the producing party of the duty to respond to those parts of the Request to which the producing party does not object.

REQUESTS

1. Documents and Communications relating to any insolvency opinions, whether formal or informal, or other analyses with respect to solvency, rendered with respect to the Debtors.

2. Documents relating to any transactions, receivable/payable balances, or write-offs with insiders, members, managers, related parties, affiliated companies, or companies held by insiders.

3. Documents relating to audited financials for each Debtor entity.

4. Documents relating to any financial reporting, analysis, or presentations generated by the Debtors.

5. Documents showing list of affiliates and their relationships with each Debtor.

6. Documents relating to any agreement with any insider, member, manager, related party, agent, representative or affiliate of the Debtor.

7. Documents relating to organizational documents of each Debtor entity, PV Hudson, and CSC, including all prior agreements in existence from 2022 to present and amendments thereto.

8. Documents relating to the Debtors' insurance policies, including D&O policies, currently in force.

9. Documents and Communications relating to the Debtors' decision to purchase or extend its most recent D&O policy coverage.

10. Documents showing a list of the officers, authorized signatories, and managers of each Debtor, including a copy of their resumes or curriculum vitae and their dates of service.

11. Documents showing a list of all officers, authorized signatories, and managers of PV Hudson, including a copy of their resumes or curriculum vitae and their dates of service.

12. Documents of all minutes, consents, resolutions of and materials provided to or prepared for any member(s), managers, or representatives of the Debtors.

13. Documents relating to compensation for executives, members, managers, agents or representatives of the Debtors.

14. Documents and Communications relating to any investigation by any regulatory body regarding the Debtors or their members, executives, managers, or agents.

15. Documents relating to all cash receipts and disbursements to any insiders, affiliated entities, member, manager, representative or agent, including distributions, dividends, management fees, intercompany loans or similar transfers (in Excel format).

16. Documents and Communications related to the Prepetition Loan Agreements.

17. Documents and Communications related to any payments made, due, or owed to Parkview in connection with the Prepetition Loan.

18. Documents and Communications between the Debtors and Parkview related to Parkview failing to release funds, causing development delays, or otherwise breaching any of its responsibilities under the Prepetition Loan.

19. Documents showing the use of funds advanced under the Prepetition Loan.

20. Documents and Communications relating to notices of default received under the Prepetition Loan.

21. Documents and Communications relating to forbearance agreements with respect to the Prepetition Loan.

22. Documents and Communications relating to the Financial Agreement.

23. Documents and Communications relating to the Foreclosure Sale, including all marketing and sale materials, notices, bids received, auction transcript, and purchase agreement.

24. Documents and Communications relating to the decision to execute the Settlement Agreement.

25. Documents and Communications concerning any efforts by or on behalf of the Debtors or any other party to sell the Debtors as a going concern, to sell all or substantially all of the Debtors' assets, or to raise financing of any type, including but not limited to, all teasers, confidential information memoranda, indications of interest, letters of intent, offers, or other similar documents prepared by or on behalf of, or received by or on behalf of, the Debtors.

26. Documents showing the amount outstanding under the Prepetition Loan as of the Petition Date, broken out by principal amount, and by all interest and fees owed on each obligation as of the Petition Date.

27. Documents relating to any outstanding letters of credit including beneficiary, amount, purpose, expiration date, renewal or non-renewal provisions.

28. Documents relating to any UCC financing statements filed related to the perfection of the security interests of Parkview and results from any UCC lien and litigation searches.

29. Documents relating to any intercompany debt (including intercompany trade claims and intercompany notes) and intercompany loan agreements.

30. Documents and Communications relating to any agreements by and between the Debtors and the Ground Lessor, including any prior lease documents and amendments thereto.

31. Documents and Communications regarding any notice of default under the Ground Lease and any threatened termination of the Ground Lease.

32. Documents and Communications regarding mechanics' liens filed against the Property.

33. Documents and Communications related to the Debtors' proposal(s) to restructure or renegotiate the Ground Lease.

34. Documents and Communications relating to the Fallback Plan, including drafts or prior versions of the same.

35. Documents and Communications relating to any summary memorandum or presentation explaining the Fallback Plan.

36. Documents and Communications regarding alleged incidents of harassment presented to the Manhattan Community Board on September 7, 2023.

37. Documents and Communications regarding the initial determination of harassment and the notice of hearing and petition issued by HPD.

38. Documents and Communications relating to the Cure Application.

39. Documents and Communications related to the Stop Work Order.

40. Documents and Communications relating to reconfigured building plans submitted to the DOB or HPD.

41. Documents and Communications relating to the Union MOA.

42. Documents and Communications related to the Hotel Union Pension Fund Demand Letter received on or about September 29, 2022.

43. Documents and Communications relating to the Union Settlement Agreement.

44. Documents relating to recent consolidated pro forma for the completed development of the Property showing stabilized residential and commercial income, operating expenses (with line item detail as you usually present), net operating income, and any key underwriting assumptions (lease-up period, vacancy, rent growth, exit cap rate, and financing assumptions).

45. Documents relating to any third-party reports relied on for these figures, such as contractor GMPs, quantity surveyor or cost consultant reports, and significant change order summaries.

46. Documents relating to a lease abstract or summary for the LA Fitness lease associated with the Property.

47. Documents relating to an internal analysis on how the LA Fitness lease associated with the Property was modeled in the project pro forma.

48. Documents and Communications regarding tenant improvement cost estimates and timing of completion of LA Fitness at the Property.

49. Documents showing payments made to creditors 90 days before the Petition Date, and insiders one year before the Petition Date, including payment terms (noting if terms were significantly changed from prior payments to creditor).

50. Documents showing the Debtors' statement of financial affairs and schedules (in Excel format).

51. Documents identifying the value of the Debtors' claims under chapter 5 of the Bankruptcy Code.

52. Documents identifying any claims for relief, rights of action, causes of action, or potential litigation claims of the Debtors as of the Petition Date or arising after the Petition Date, including any analysis performed by the Debtors' management, professionals, member(s), or manager(s).

53. Documents concerning any financial projections made with respect to marketing the Debtors' assets for sale.

54. Documents showing a list of tangible & intangible assets, as well as all estimated / appraised values and book carrying values over time (to the extent this changed), inclusive of dates of those valuations and any changes from last valuation to the extent available.

Schedule 2

(First Request for Production - Parkview Financial REIT, LLP)

DEFINITIONS

42. “*All*,” “*each*,” and “*any*” shall be construed as encompassing any and all.
43. “*And*” and “*or*” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
44. “*Bankruptcy Code*” means the Title 11 of the United States Code.
45. “*Cash Collateral Agreement*” means that certain cash collateral agreement by and among the Debtors and Parkview dated as of October 22, 2025.
46. “*CSC*” means CSC Hudson LLC.
47. “*Chapter 11 Cases*” mean the chapter 11 case filed by the Debtors in the United States Bankruptcy Court for the District of Delaware (jointly administered under Case Number: 25-11853).
48. “*Communications*” mean any exchange of information by any means of transmission, including, but not limited to, face-to-face conversations, mail, electronic mail over personal or business accounts, instant or text message over personal or business devices (including SMS/MMS, iMessage, Skype, and WhatsApp), overnight delivery, telephone or facsimile.
49. “*Concerning*,” “*regarding*,” or “*relating to*” means in any way, directly or indirectly, alluding to, amending, assisting with, canceling, commenting on, comprising, concerning, confirming, considering, contradicting, describing, discussing, endorsing, evidencing, identifying, incorporating, mentioning, modifying, negating, negotiating, pertaining to, qualifying, referring to, regarding, relating to, relevant to, representing, revoking, showing, suggesting, supplementing, supporting, terminating, underlying, or otherwise involving the subject matter of the specified request.

50. “**CONH**” means Certificate of No Harassment application filed by the Debtors with HPD.

51. “**Cure Application**” means any application to cure harassment concerns with HPD, including that certain cure application submitted by or at the direction of the Smekes.

52. “**Debtors**” mean Hudson 1701/1706, LLC and Hudson 1702, LLC.

53. “**DIP Financing**” means debtor-in-possession financing.

54. “**DIP Loan Documents**” mean the agreements, instruments, certificates, and other documents executed in connection with the DIP Term Sheet and DIP Order.

55. “**DIP Term Sheet**” means that certain senior secured priming superpriority DIP Financing term sheet by and among the Debtors and Parkview dated as of November 12, 2025.

56. “**Document(s)**” means all writings, audio recordings and videos of any nature whatsoever (including, specifically, all drafts), whether originals or copies, including all non-identical copies (whether different from the original because of notes made on or attached to them or otherwise), whether drafts, preliminary, proposed or final versions, whether printed, recorded, produced or reproduced by any other mechanical or electronic process, whether written or produced by hand, within Your possession, custody or control, including without limitation, contracts, agreements, arrangements, understandings, Communications, correspondence, records, reports, studies, memoranda (including memoranda of telephone, personal or intra-office conversations and memoranda of conferences, notes, advertisements, notices, facsimile Communications), Phone Records, Videoconferencing Records, diaries, forecasts, accountants’ work papers, graphs, summaries, lists, tabulations, charts, diagrams, blueprints, tables, indices, pictures, recordings, tapes, charges, accounts, minutes, press releases, stenographic, handwritten or any other notes, projections, working papers, checks, check stubs, receipts, or any other

document or writings of whatever description, including, without limitation, e-mails, instant messages, text messages, ESI or other electronic chats or messages and any information contained in any computer or memory system, although not yet printed out, or any material underlying, supporting or used in the preparation of any such documents.

57. “***DLA Piper***” means DLA Piper LLP (US).

58. “***ESI***” or “***Electronically Stored Information***” means information or data that is generated, received, processed, and recorded by computers and other electronic devices, and includes, without limitation, system metadata (e.g., author, recipient, file creation date, file modification date) and user-generated metadata (e.g., spreadsheet formulas). “ESI” further includes, without limitation, the following: (i) output resulting from the use of any software program, such as word processing documents, spreadsheets, database files, charts, graphs, and outlines, (ii) electronic mail, (iii) message logs from Google Chat, AOL Instant Messenger, Facebook, Twitter, WhatsApp, Telegram, and similar programs, (iv) audio and video files, (v) internal (intranet) or external websites, and (vi) activity listings of electronic mail receipts and/or transmittals. “ESI” includes electronic information or data wherever it resides, including, without limitation, (i) Facebook, Instagram or other social media, (ii) in an active file on a computer network, an individual computer’s hard drive or in a Cloud storage facility, (iii) in a deleted file or file fragment, (iv) on backup/storage media, (v) on removable media, such as a floppy disk, memory stick, portable hard drive, or zip drive, and (vi) on a smart phone or personal digital assistant. “ESI” also includes Documents, containers and labels appended to or concerning any physical storage device associated with responsive electronic information or data.

59. “***Financial Agreement***” means that certain financial agreement dated April 10, 2025 by and between CSC, the Debtors, the Smekes, the Ground Lessor, and Parkview.

60. “**Foreclosure Sale**” means the July 25, 2025 foreclosure sale of all the equity in the Debtors.

61. “**Ground Lessor**” means 356W58 Ground Lessor LLC.

62. “**HPD**” means New York City Department of Housing and Preservation Development.

63. “**Identify**” means (a) with respect to persons, to give, to the extent known, the person’s full name, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment; (b) with respect to documents, either (i) to give, to the extent known, the (A) type of document; (B) general subject matter; (C) date of the document; and (D) author(s), addressee(s) and recipient(s); or (ii) to produce the documents, together with sufficient identifying information to satisfy Federal Rule of Civil Procedure 33(d).

64. “**Including**,” “**include**,” or “**includes**” shall mean “including, without limitation.”

65. “**Parkview**” means Parkview Financial REIT, LP, Parkview Financial Fund GP, Inc., PV Hudson, Parkview Financial, LLC, and/or any of their affiliated entities other than the Debtors.

66. “**Person**” means any natural person or any legal entity, including, without limitation, any business or governmental entity or association.

67. “**Petition Date**” means the Chapter 11 Cases filed by the Debtors on October 22, 2025.

68. “**Phone Records**” mean all Documents, including telephone bills, recordings, transcripts, call summaries, telephone logs, and/or invoices for telephone conferencing services, that identify the date, time, duration, participants, telephone numbers, and/or proposed or actual subject matter of any telephone call.

69. “**Prepetition Loan Agreements**” mean the Building Loan Agreement, dated on May 4, 2022, and the Project Loan Agreement, dated May 4, 2022.

70. “**Prepetition Loan**” means the loans issued under the Prepetition Loan Agreements.

71. “**Property**” means the real property known as 353 West 57th Street Condominium and by the street number 353-361 West 57th Street a/k/a 358-366 West 58th Street located in New York, New York and all improvements thereon.

72. “**PV Hudson**” means PV Hudson, LLC.

73. “**Reflecting**” means constituting, embodying, memorializing, representing, or containing in any manner.

74. “**Request**” means any request for the production of documents set forth herein.

75. “**Settlement Agreement**” means that certain settlement and release agreement dated as of August 7, 2025 by and between the Debtors, Parkview, the Smeke, and CSC.

76. “**Smeke**” mean Alberto Smeke Saba and Solomon Smeke Saba.

77. “**Stop Work Order**” means the partial stop work order issued by the City of New York on the Property.

78. “**Union Settlement Agreement**” means that certain settlement agreement dated as of January 25, 2024 by and between the Debtors, the hotel union, CSC, the Ground Lessor, and Parkview.

79. “**Videoconferencing Records**” mean all Documents, including bills, call or video summaries, transcripts, recordings, meeting logs, and/or invoices for conferencing services that identify the date, time, duration, participants, telephone numbers, planned or actual subject matter, and any Documents uploaded and/or accessed through any videoconferencing call or service.

80. “**You**” and “**Your**” means Parkview.

INSTRUCTIONS

1. Unless otherwise indicated in a particular Request, the date range of these Requests shall be January 1, 2022 through the date of the response hereto.

2. Documents shall be produced as they have been kept in the ordinary course of business. In this respect, the file folder in which the documents are contained is deemed an integral part of the document and shall also be produced. You are specifically requested to produce any excel spreadsheets in native format.

3. The singular shall include the plural and the plural shall include the singular; the conjunctive shall include the disjunctive and the disjunctive shall include the conjunctive.

4. If any document is withheld, in whole or in part, on the basis of privilege, the producing party shall provide a proper privilege log at the time of the document production.

5. These Requests extend to all documents in a producing party's possession, custody and/or control, or in the possession, custody or control of persons or entities under the producing party's control, whether or not such documents were created or prepared by the producing party. The terms "possession," "custody," and "control" mean possession, custody or control, or rights to possession, custody or control, of documents by producing party, including Documents in the possession of any attorneys, without limitation, and documents in the custody, possession or control of any of the producing party's accountants, advisers, representatives and/or other agents of same.

6. Each reference to a corporation, partnership, joint venture, unincorporated association, government agency or other fictitious person shall be deemed to include each and all of its subsidiaries, affiliates, predecessors and successors, and with respect to each of such entities, its officers, directors, shareholders, employees, partners, limited partners, representatives, agents, accountants, attorneys and any other person who acted or purported to act on its behalf.

7. Each reference to a natural person shall be deemed to include that person's agents, attorneys, representatives and any other person who acted or purported to act on that person's behalf.

8. In responding to these Requests, which are continuing in nature, the producing party shall produce all responsive documents in their possession, custody and/or control and shall promptly supplement and/or correct its responses if the producing party comes into possession, custody or control of additional documents, or learns or determines additional information, after the service of its response.

9. If, after a reasonable and thorough investigation using due diligence, the producing party is unable to furnish a document or part thereof because a document is not available to the producing party, the producing party shall provide a list of each document so lost, destroyed or otherwise unavailable, together with the following information: (a) date or origin; (b) brief description of such document; (c) author of the document; (d) date upon which the document was lost or destroyed; and (e) brief statement of the manner in which such document was lost or destroyed.

10. Electronic data should be produced with all native files and metadata intact, in full-text searchable format. Any responsive, electronically stored data shall be converted/processed to TIFF files and Bates numbered, and include fully searchable text. Additionally, email and native file collections should include linked native files. Documents must be produced with load files necessary to load such documents onto Relativity. Images should be single-page TIFF files and file names cannot contain embedded spaces. The text and metadata of emails and the attachments, and native file document collections should be extracted and provided in a .DAT file. Searchable

text of the entire document must be provided for every record, at the document level, and extracted text must be provided for documents that originated in electronic format.

11. If there are no documents responsive to a category in this Request, so state in writing.

12. The producing party shall follow all deadlines and procedures under applicable law. Objecting to a portion of a Request does not relieve the producing party of the duty to respond to those parts of the Request to which the producing party does not object.

REQUESTS

1. Documents and Communications relating to the Prepetition Loan Agreements, including any notice of defaults or forbearance agreements related thereto.

2. Documents and Communications relating to the Financial Agreement, including any notice of defaults, forbearance agreements and financing related thereto.

3. Documents and Communications relating to the Cure Application.

4. Documents and Communications related to the Union Settlement Agreement.

5. Documents and Communications related to the Foreclosure Sale, including all marketing and sale materials, notices, bids received, auction transcript, and purchase agreement.

6. Documents and Communications relating to the Settlement Agreement.

7. Documents and Communications sufficient to show the role of DLA Piper, Paul Rahimian, and Ted Jung with respect to the Prepetition Loan Agreements, Financial Agreement, Union Settlement Agreement, Cure Application, Foreclosure Sale, and Settlement Agreement.

8. Documents relating to of all minutes, consents, resolutions of and materials provided to or prepared for PV Hudson, post-Foreclosure Sale.

9. Documents and Communications relating to funding requests received from the Debtors under the Prepetition Loan Agreements and their uses.

10. Documents and Communications between Parkview and/or its advisors, on the other hand, and the Debtors and/or its advisors, on the other hand, related to any allegations concerning Parkview failing to release funds, causing project delays, or otherwise breaching any of its responsibilities under the Prepetition Loan Agreements, Financial Agreement, or Settlement Agreement.

11. Documents and Communications related to any complaints filed or served by Parkview against CSC or the Smekes, including the complaint filed by Parkview on or around June 30, 2025.

12. Documents sufficient to show any amounts outstanding under the Prepetition Loan as of the Petition Date, broken out by principal amount, and by all interest and fees owed on each obligation as of the Petition Date.

13. Communications between the Debtors and Parkview concerning the commencement of the Chapter 11 Cases, the Cash Collateral Agreement, the DIP Term Sheet, and the DIP Loan Documents.

14. Documents and Communications concerning any efforts by Parkview to sell or assist the Debtors in selling the Debtors as a going concern or Parkview's interests in the Property, or to raise financing of any type, including but not limited to, all teasers, confidential information memoranda, indications of interest, letters of intent, offers, or other similar documents prepared by or on behalf of, or received by or on behalf of, Parkview.

15. Documents and Communications concerning any internal analysis performed by Parkview to determine the Debtors' financing needs with respect to the development of the

Property, including lifting the Stop Work Order, resolving issues raised by the HPD or any other regulatory body, and funding the Chapter 11 Cases.

16. Documents sufficient to identify any advisor, independent contractor, appraiser, valuation expert, or other professional hired by Parkview to conduct an analysis, valuation, appraisal, feasibility study, or other report regarding the development of the Property, and the scope of their services.

17. Any analysis, valuation, appraisal, feasibility study, or other report prepared by or received from any person or entity identified in Request No. 16 regarding the development of the Property.

18. Documents and Communications concerning PV Hudson's decision to fund, reimburse, or otherwise finance demolition work at the Property.

19. Documents and Communications relating to any third party financing obtained by PV Hudson in connection with the Property for the Debtors.

Schedule 3

(First Request for Production - Alberto Smeke Saba and Solomon Smeke Saba)

DEFINITIONS

1. “*All*,” “*each*,” and “*any*” shall be construed as encompassing any and all.
2. “*And*” and “*or*” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.
3. “*Bankruptcy Code*” means the Title 11 of the United States Code.
4. “*CSC*” means CSC Hudson LLC.
5. “*Chapter 11 Cases*” mean the chapter 11 case filed by the Debtors in the United States Bankruptcy Court for the District of Delaware (jointly administered under Case Number: 25-11853).
6. “*Communications*” mean any exchange of information by any means of transmission, including, but not limited to, face-to-face conversations, mail, electronic mail over personal or business accounts, instant or text message over personal or business devices (including SMS/MMS, iMessage, Skype, and WhatsApp), overnight delivery, telephone or facsimile.
7. “*Concerning*,” “*regarding*,” or “*relating to*” means in any way, directly or indirectly, alluding to, amending, assisting with, canceling, commenting on, comprising, concerning, confirming, considering, contradicting, describing, discussing, endorsing, evidencing, identifying, incorporating, mentioning, modifying, negating, negotiating, pertaining to, qualifying, referring to, regarding, relating to, relevant to, representing, revoking, showing, suggesting, supplementing, supporting, terminating, underlying, or otherwise involving the subject matter of the specified request.
8. “*CONH*” means Certificate of No Harassment application filed by the Debtors with HPD.

9. “***Cure Application***” means any application to cure harassment concerns with HPD, including that certain cure application submitted by or at the direction of the Smekes.

10. “***Debtors***” mean Hudson 1701/1706, LLC and Hudson 1702, LLC.

11. “***Document(s)***” mean all writings, audio recordings and videos of any nature whatsoever (including, specifically, all drafts), whether originals or copies, including all non-identical copies (whether different from the original because of notes made on or attached to them or otherwise), whether drafts, preliminary, proposed or final versions, whether printed, recorded, produced or reproduced by any other mechanical or electronic process, whether written or produced by hand, within Your possession, custody or control, including without limitation, contracts, agreements, arrangements, understandings, Communications, correspondence, records, reports, studies, memoranda (including memoranda of telephone, personal or intra-office conversations and memoranda of conferences, notes, advertisements, notices, facsimile Communications), Phone Records, Videoconferencing Records, diaries, forecasts, accountants’ work papers, graphs, summaries, lists, tabulations, charts, diagrams, blueprints, tables, indices, pictures, recordings, tapes, charges, accounts, minutes, press releases, stenographic, handwritten or any other notes, projections, working papers, checks, check stubs, receipts, or any other document or writings of whatever description, including, without limitation, e-mails, instant messages, text messages, ESI or other electronic chats or messages and any information contained in any computer or memory system, although not yet printed out, or any material underlying, supporting or used in the preparation of any such documents.

12. “***ESI***” or “***Electronically Stored Information***” means information or data that is generated, received, processed, and recorded by computers and other electronic devices, and includes, without limitation, system metadata (e.g., author, recipient, file creation date, file

modification date) and user-generated metadata (e.g., spreadsheet formulas). “ESI” further includes, without limitation, the following: (i) output resulting from the use of any software program, such as word processing documents, spreadsheets, database files, charts, graphs, and outlines, (ii) electronic mail, (iii) message logs from Google Chat, AOL Instant Messenger, Facebook, Twitter, WhatsApp, Telegram, and similar programs, (iv) audio and video files, (v) internal (intranet) or external websites, and (vi) activity listings of electronic mail receipts and/or transmittals. “ESI” includes electronic information or data wherever it resides, including, without limitation, (i) Facebook, Instagram or other social media, (ii) in an active file on a computer network, an individual computer’s hard drive or in a Cloud storage facility, (ii) in a deleted file or file fragment, (iii) on backup/storage media, (iv) on removable media, such as a floppy disk, memory stick, portable hard drive, or zip drive, and (v) on a smart phone or personal digital assistant. “ESI” also includes Documents, containers and labels appended to or concerning any physical storage device associated with responsive electronic information or data.

13. “**Financial Agreement**” means that certain financial agreement dated April 10, 2025 by and between CSC, the Debtors, the Smekes, the Ground Lessor, and Parkview.

14. “**Foreclosure Sale**” means the July 25, 2025 foreclosure sale of all the equity in the Debtors.

15. “**Ground Lessor**” means 356W58 Ground Lessor LLC.

16. “**HPD**” means New York City Department of Housing and Preservation Development.

17. “**Identify**” means (a) with respect to persons, to give, to the extent known, the person’s full name, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment; (b) with respect to documents, either

(i) to give, to the extent known, the (A) type of document; (B) general subject matter; (C) date of the document; and (D) author(s), addressee(s) and recipient(s); or (ii) to produce the documents, together with sufficient identifying information to satisfy Federal Rule of Civil Procedure 33(d).

18. **“Including,” “include,” or “includes”** shall mean “including, without limitation.”

19. **“Parkview”** means Parkview Financial REIT, LP, Parkview Financial Fund GP, Inc., PV Hudson, Parkview Financial, LLC, and/or any of their affiliated entities other than the Debtors.

20. **“Person”** means any natural person or any legal entity, including, without limitation, any business or governmental entity or association.

21. **“Petition Date”** means the Chapter 11 Cases filed by the Debtors on October 22, 2025.

22. **“Phone Records”** mean all Documents, including telephone bills, recordings, transcripts, call summaries, telephone logs, and/or invoices for telephone conferencing services, that identify the date, time, duration, participants, telephone numbers, and/or proposed or actual subject matter of any telephone call.

23. **“Prepetition Loan Agreements”** mean the Building Loan Agreement, dated on May 4, 2022, and the Project Loan Agreement, dated May 4, 2022.

24. **“Prepetition Loan”** means the loans issued under the Prepetition Loan Agreements.

25. **“Property”** means the real property known as 353 West 57th Street Condominium and by the street number 353-361 West 57th Street a/k/a 358-366 West 58th Street located in New York, New York and all improvements thereon.

26. **“PV Hudson”** means PV Hudson, LLC.

27. “**Reflecting**” means constituting, embodying, memorializing, representing, or containing in any manner.

28. “**Request**” means any request for the production of documents set forth herein.

29. “**Rule 2004 Request**” means that certain *Emergency Motion of the Debtors for Entry of an Order Authorizing the Debtors to Conduct Rule 2004 Examinations* filed at docket number 18 in the Chapter 11 Cases, or any additional information request made by the Debtors related thereto.

30. “**Settlement Agreement**” means the Settlement and Release Agreement dated August 7, 2025.

31. “**Smeke**” mean Alberto Smeke Saba and Solomon Smeke Saba.

32. “**Stop Work Order**” means the partial stop work order issued by the City of New York on the Property.

33. “**Videoconferencing Records**” mean all Documents, including bills, call or video summaries, transcripts, recordings, meeting logs, and/or invoices for conferencing services that identify the date, time, duration, participants, telephone numbers, planned or actual subject matter, and any Documents uploaded and/or accessed through any videoconferencing call or service.

34. “**You**” and “**Your**” means the Smeke.

INSTRUCTIONS

1. Unless otherwise indicated in a particular Request, the date range of these Requests shall be January 1, 2022 through the date of the response hereto.

2. Documents shall be produced as they have been kept in the ordinary course of business. In this respect, the file folder in which the documents are contained is deemed an integral part of the document and shall also be produced. You are specifically requested to produce any excel spreadsheets in native format.

3. The singular shall include the plural and the plural shall include the singular; the conjunctive shall include the disjunctive and the disjunctive shall include the conjunctive.

4. If any document is withheld, in whole or in part, on the basis of privilege, the producing party shall provide a proper privilege log at the time of the document production.

5. These Requests extend to all documents in a producing party's possession, custody and/or control, or in the possession, custody or control of persons or entities under the producing party's control, whether or not such documents were created or prepared by the producing party. The terms "possession," "custody," and "control" mean possession, custody or control, or rights to possession, custody or control, of documents by producing party, including Documents in the possession of any attorneys, without limitation, and documents in the custody, possession or control of any of the producing party's accountants, advisers, representatives and/or other agents of same.

6. Each reference to a corporation, partnership, joint venture, unincorporated association, government agency or other fictitious person shall be deemed to include each and all of its subsidiaries, affiliates, predecessors and successors, and with respect to each of such entities, its officers, directors, shareholders, employees, partners, limited partners, representatives, agents, accountants, attorneys and any other person who acted or purported to act on its behalf.

7. Each reference to a natural person shall be deemed to include that person's agents, attorneys, representatives and any other person who acted or purported to act on that person's behalf.

8. In responding to these Requests, which are continuing in nature, the producing party shall produce all responsive documents in their possession, custody and/or control and shall promptly supplement and/or correct its responses if the producing party comes into possession,

custody or control of additional documents, or learns or determines additional information, after the service of its response.

9. If, after a reasonable and thorough investigation using due diligence, the producing party is unable to furnish a document or part thereof because a document is not available to the producing party, the producing party shall provide a list of each document so lost, destroyed or otherwise unavailable, together with the following information: (a) date or origin; (b) brief description of such document; (c) author of the document; (d) date upon which the document was lost or destroyed; and (e) brief statement of the manner in which such document was lost or destroyed.

10. Electronic data should be produced with all native files and metadata intact, in full-text searchable format. Any responsive, electronically stored data shall be converted/processed to TIFF files and Bates numbered, and include fully searchable text. Additionally, email and native file collections should include linked native files. Documents must be produced with load files necessary to load such documents onto Relativity. Images should be single-page TIFF files and file names cannot contain embedded spaces. The text and metadata of emails and the attachments, and native file document collections should be extracted and provided in a .DAT file. Searchable text of the entire document must be provided for every record, at the document level, and extracted text must be provided for documents that originated in electronic format.

11. If there are no documents responsive to a category in this Request, so state in writing.

12. The producing party shall follow all deadlines and procedures under applicable law. Objecting to a portion of a Request does not relieve the producing party of the duty to respond to those parts of the Request to which the producing party does not object.

REQUESTS

1. Documents produced to the Debtors in response to the Rule 2004 Request.
2. Documents relating to the organizational structure of the Debtors before the Foreclosure Sale.
3. Documents relating to shared services, profit-sharing arrangements and payment arrangements between the Debtors, CSC and the Smekes before the Foreclosure Sale.
4. Documents relating to agreements between the Debtors and the Debtors' members, managers, directors and/or officers before the Foreclosure Sale.
5. Documents relating to compensation for all executives, members, managers, directors, officers, and employees of the Debtors before the Foreclosure Sale.
6. Documents relating to the Debtors' insurance policies, including D&O policies, before the Foreclosure Sale.
7. Communications relating to the Debtors' decision, prior to the Foreclosure Sale, to purchase or extend the Debtors' D&O policy coverage.
8. Documents relating to minutes, consents and resolutions of the Debtors before the Foreclosure Sale.
9. Documents and Communications relating to the Prepetition Loan Agreements, including any notice of defaults or forbearance agreements related thereto.
10. Documents and Communications relating to the Financial Agreement, including any notice of defaults, forbearance agreements and financing related thereto.
20. Documents and Communications relating to the Cure Application.
21. Documents and Communications relating to efforts to contest HPD's determination of harassment of tenants on the Property.

22. All Documents and Communications relating to efforts to lift the Stop Work Order and resume construction on the Property.

23. Documents and Communications related to the Union Settlement Agreement.

24. Documents and Communications related to the Foreclosure Sale, including all marketing and sale materials, notices, bids received, auction transcript, and purchase agreement.

25. Documents and Communications relating to the Settlement Agreement.

26. Documents and Communications relating to funding requests sent to Parkview, prior to the Foreclosure Sale, under the Prepetition Loan Agreements and their uses.

27. Documents and Communications between the Debtors and Parkview, prior to the Foreclosure Sale, related to any allegations concerning Parkview failing to release funds, causing project delays, or otherwise breaching any of its responsibilities under the Prepetition Loan Agreements, Financial Agreement, Settlement Agreement, or any other agreement.

28. Documents and Communications related to any complaints filed or served by Parkview against CSC or the Smekes, including the complaint filed by Parkview on or around June 30, 2025.

29. Documents and Communications concerning any efforts to sell or assist the Debtors in selling the Debtors as a going concern or any interests in the Property, or to raise financing of any type, including but not limited to, all teasers, confidential information memoranda, indications of interest, letters of intent, offers, or other similar documents prepared by or on behalf of, or received by or on behalf of, the Smekes, CSC, or the Debtors.

30. Documents and Communications concerning any internal analysis performed by the Smekes, CSC, or the Debtors to determine the Debtors' financing needs with respect to the

development of the Property, including lifting the Stop Work Order, and otherwise resolving issues raised by HPD or any other regulatory body.

31. Documents sufficient to identify any advisor, independent contractor, appraiser, valuation expert, or other professional hired by the Debtors, the Smeke, or CSC to conduct an analysis, valuation, appraisal, feasibility study, or other report regarding the development of the Property, and the scope of their services.

32. Any analysis, valuation, appraisal, feasibility study, or other report prepared by or received from any person or entity identified in Request No. 29 regarding the development of the Property.

33. Documents relating to any distributions, payments, transfers of funds made by or to the Smeke, including any affiliated entities of the Smeke.

34. Documents and Communications sufficient to show how funds received in connection with the Property were used, including construction costs, operating expenses, professional fees, reimbursements and any other expenditures.

35. Documents and Communications concerning the decision to undertake demolition on the Property, the scope of work and costs incurred.

36. Documents and Communications relating to funding for any demolition work on the Property.

37. Documents and Communications concerning the impact of demolition activities on tenants at the Property, including complaints, notices or discussions regarding tenant habitability issues.

**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)

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December, 2025, I caused to be filed with the Court electronically, and I caused to be served a true and correct copy of the *Motion of the Official Committee of Unsecured Creditors for an Order Pursuant to Bankruptcy Rule 2004 Authorizing and Directing Production of Documents From the Debtors, Parkview Financial REIT, LP and Alberto Smeke Saba and Solomon Smeke Saba* upon the parties that are registered to receive notice via the Court's CM/ECF notification system, and additional service was completed via electronic mail or first-class mail, postage pre-paid, on the parties listed on the attached service list.

/s/ Siena B. Cerra

Siena B. Cerra (DE Bar No. 7290)

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtors' 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.

Exhibit A
Core/2002 Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Committee of Unsecured Creditors; Top 20	356W58 Ground Lessor	Max Nipon	2801 N. Harwood Street Suite 1200			Dallas	TX	75201	
Counsel to 356W58 Ground Lessor LLC	Adler & Stachenfeld LLP	Kirk L Brett and Patrick O'Connor	555 Madison Avenue, 6th floor			New York	NY	10022	
Committee of Unsecured Creditors; Top 20	AJP Contracting Corp.	Attn Antonios Pappas	1357 Seneca Avenue			Bronx	NY	10474	
Mechanic's Lienholder	Alba Services Inc		240 W 52nd St			New York	NY	10019	
Top 20	Alberto Smeke Saba	Alberto Smeke	Address on File						
Mechanic's Lienholder	Alternate Energy Solutions LLC	Jonathan Squille	32 S Jefferson Rd			Whippany	NJ	07981	
Mechanic's Lienholder	Alternate Energy Solutions LLC		163 Madison Ave Ste 320	Donnelly Minter & Kelly LLC		Morristown	NJ	07960	
Proposed Counsel to the Debtors	Chipman Brown Cicero & Cole, LLP	William E. Chipman, Jr.	1313 North Market Street, Suite 5400	Hercules Plaza		Wilmington	DE	19801	
Mechanic's Lienholder	CMBM		15036 Melbourne Ave Fl 1			Flushing	NY	11367	
Delaware State AG and DOJ	Delaware Dept of Justice	Attorney General	Attn Bankruptcy Department	Carvel State Building	820 N French St	Wilmington	DE	19801	
DE Secretary of State	Delaware Secretary of State	Division of Corporations	Franchise Tax	PO Box 898		Dover	DE	19903	
DE State Treasury	Delaware State Treasury		820 Silver Lake Blvd., Suite 100			Dover	DE	19904	
Top 20	Ditchik & Ditchik	Joel Ditchik	370 Lexington Avenue	Suite 1611		New York	NY	10017	
Proposed Counsel to the Debtors/ Proposed Special Counsel to the Debtors	DLA Piper LLP (US)	Neal Kronley and David M. Riley	1251 Avenue of the Americas			New York	NY	10020	
Proposed Counsel to the Debtors/ Proposed Special Counsel to the Debtors	DLA Piper LLP (US)	Stuart M. Brown	1201 North Market Street Suite 2100			Wilmington	DE	19801	
Top 20; Mechanic's Lienholder	DMV Mechanical	Derek Vella	20-07 129th Street Unit #2			College Point	NY	11356	
Mechanic's Lienholder	Elysium Construction Inc	Alan Kenny	315 W 39th St Ste 705			New York	NY	10018	
Top 20	Firecom		39-27 59th Street			Woodside	NY	11377	
Escrow Agent	First American Title Insurance Company	Attn Andrew Jaeger	666 Third Ave			New York	NY	10017	
Top 20	Fitness International	Diann Alexander	3161 Michelson Drive Suite 600			Irvine	CA	92612-4406	
Counsel for Western Alliance Bank	Frاندzel Robins Bloom & CSATO, L.C.	Gerrick Warrington and Christopher Crowell	1000 Wilshire Boulevard, 19th Floor			Los Angeles	CA	90017-2427	
Top 20	FS Site	Murat Aplay	1488 Schenectady Avenue			Brooklyn	NY	11203	
Mechanic's Lienholder	Gardiner & Theobald Inc		801 Second Ave	Zetlin & De Chiara LLP		New York	NY	10017	
Counsel for Western Alliance Bank	Gellert Seitz Busenkell & Brown, LLC	Michael Busenkell	1201 N. Orange Street, Suite 300			Wilmington	DE	19801	
Mechanic's Lienholder	Gilbar		498 7th Ave Floor 14			New York	NY	10018	
Litigation Plaintiffs	Hector Luciano Gonzalez	Liakas Law PC	40 Wall St Fl 50			New York	NY	10005-1373	
Counsel for Taconic Development Advisors LLC	Herrick, Feinstein LLP	Stephen B. Selbst	Two Park Ave			New York	NY	10016	
Counsel to Parkview Financial REIT, LP, Counsel to the DIP Lender and Prepetition Lender	Hogan Lovells US LLP	Chris Bryant	390 Madison Avenue			New York	NY	10017	
Counsel to Parkview Financial REIT, LP, Counsel to the DIP Lender and Prepetition Lender; PV Hudson LLC	Hogan Lovells US LLP	Richard Wynne, David P Simonds, Edward McNeilly and Christopher R. Bryant	1999 Avenue of the Stars, Suite 1400			Los Angeles	CA	90067	
Top 20	HUB	Jason Zheng	401 Broadhollow Road	Suite 200		Melville	NY	11747	
Debtor	Hudson 1701/1706, LLC	Attn Alan Tantleff	1166 Avenue of the Americas, 15th Floor	c/o FTI Consulting Inc.		New York	NY	10036	
IRS	Internal Revenue Service	Attn Susanne Larson	31 Hopkins Plz Rm 1150			Baltimore	MD	21201	
IRS	Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346			Philadelphia	PA	19101-7346	
IRS	Internal Revenue Service	Centralized Insolvency Operation	2970 Market St			Philadelphia	PA	19104	
Mechanic's Lienholder	J & N Dolcinium Inc	Mark Nash	43-34 32nd Pl			Long Island City	NY	11101	
Top 20	Johnson Controls	Linda M. Riccitelli	5757 N. Green Bay Avenue	Post Office Box 591		Milwaukee	WI	53201	
Claims and Noticing Agent	KCC dba Verita		222 N. Pacific Coast Highway, Suite 300			El Segundo	CA	90245	
Counsel to 356W58 Ground Lessor LLC	Landis Rath & Cobb LLP	Adam G. Landis, Matthew B. McGuire, Katherine S. Dute, and Soumya P. Venkateswaran	919 Market Street, Suite 1800			Wilmington	DE	19801	
Top 20	Lawrence Glass		27 Story Street			Brooklyn	NY	11218	
Top 20	Lighting Workshop	Jules Gim	20 Jay Street Suite 504			Brooklyn	NY	11201	
Proposed Counsel to the Official Committee of Unsecured Creditors	Morris James LLP	Eric J Monzo and Siena B Cerra	3205 Ave North Blvd Ste 100			Wilmington	DE	19803	

Exhibit A
Core/2002 Service List
Served via First Class Mail

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip	Country
Debtors' Landlord	MSP Capital Investments, LLC	Attn Danielle Ash and Morgan Stevens	555 Madison Avenue, 6th Floor	Adler & Stachenfeld LLP		New York	NY	10022	
Top 20	Mulligan Security	Kevin Francese	7 Penn Plaza Suite 200			New York	NY	10001	
New York Attorney General	New York Attorney General	Attn Bankruptcy Department	Office of the Attorney General	The Capitol, 2nd Fl.		Albany	NY	12224-0341	
New York City Department of Housing Preservation and Development	New York City Department of Housing Preservation and Development		100 Gold Street			New York	NY	10038	
Litigation Plaintiffs	New York Hotel and Gaming Trades Council	c/o Annalise Leonelli	120 Broadway 28th Fl	Pitta LLP		New York	NY	10271	
New York Secretary of State	New York Secretary of State	Attn Corporate Bankruptcy Dept	One Commerce Plaza	99 Washington Ave		Albany	NY	12231-0001	
Top 20	Nonstop Plumbing	Emina Adzovic	555 Macon ST Suite 1			Brooklyn	NY	11233	
Top 20; Mechanic's Lienholder	Nouveau Elevators Industries LLC	Timothy Kilkeny	47-55 37th Street			Long Island City	NY	11101	
Mechanic's Lienholder	Nouveau Elevators Industries LLC		360 Old Country Rd Ste 205	Romano& Associates		Garden City	NY	11530	
Lienholder	NW Hudson Lender LLC	c/o Northwind Group	490 Fifth Ave., 28th Floor			New York	NY	10017	
Top 20	NY City Department of Environmental Protection		59-17 Junction Boulevard			Flushing	NY	11373	
US Trustee for District of DE	Office of the United States Trustee Delaware	Malcolm M Bates	844 King St Ste 2207			Wilmington	DE	19801	
Counsel to Parkview Financial REIT, LP; PV Hudson LLC	Pachulski Stang Ziehl & Jones LLP	Jeffrey N. Pomerantz and James E. O'Neill	919 North Market Street, 17th Floor			Wilmington	DE	19801	
Litigation Plaintiffs	Raymond Hickey and Tana Hickey	Attn Daniel Joshua Wasserberg	1040 Avenue of the Americas Fl 10	Meirowitz & Wasserberg, LLP		New York	NY	10018-4799	
Escrow Agent	Royal Abastract of New York, LLC	Attn Michael Roberts	125 Park Ave Ste 1610			New York	NY	10017	
Top 20	Saloman Smeke Saba		Address on File						
SEC Regional Office	Securities & Exchange Commission	NY Regional Office	Regional Director	100 Pearl St., Suite 20-100		New York	NY	10004-2616	
SEC Regional Office	Securities & Exchange Commission	PA Regional Office	Regional Director	One Penn Center	1617 JFK Boulevard Ste 520	Philadelphia	PA	19103	
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	100 F St NE			Washington	DC	20549	
Proposed Counsel to the Official Committee of Unsecured Creditors	Seward & Kissel LLP	Robert J Gayda, Catherine V LoTempio and Andrew J Matott	One Battery Park Plaza			New York	NY	10004	
Mechanic's Lienholder	Superior Chutes		30 N. 15th Street			East Orange	NJ	07017	
Committee of Unsecured Creditors; Top 20	The Abadi Group	Attn Nicole Vaknin and Elias Abadi	151 Industrial Way East Suite A5			Eatontown	NJ	07724	
Mechanic's Lienholder	The Square NYC Corp	Judith Friedman	10 E 39th St Ste 1117			New York	NY	10016	
Top 20	Tiger		65 Mountainview Boulevard			Wayne	NJ	07470	
Mechanic's Lienholder	Tritech Electrical Data Inc	Mark Nash	4288 Katonah Ave			Bronx	NY	10470	
Top 20	Universal Stone		38-17 10th Street			Long Island City	NY	11101	
US Attorney for District of Delaware	US Attorney for District of Delaware	US Attorney for Delaware	1313 N Market Street	Hercules Building		Wilmington	DE	19801	
Mechanic's Lienholder	V10 Specialties		29-12 38th Ave			Long Island City	NY	11101	
Counsel to Alberto and Salomon Smeke Saba (the former owners of the Debtors); and CSC Hudson LLC	Vedder Price P.C.	Attn Robert Salame, David Rownd and Michael L. Schein	1633 Broadway, 31st Floor			New York	NY	10019	
Lienholder	Western Alliance Bancorp		2701 E Camelback Road Ste 110			Phoenix	AZ	85016	
Counsel to Alberto Smeke Saba and Salomon Smeke Saba and CSC Hudson LLC	Womble Bond Dickinson (US) LLP	Matthew P. Ward	1313 North Market Street, Suite 1200			Wilmington	DE	19801	