Docket #0749 Date Filed: 11/04/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Hudson 1701/1706 LLC,	Case No. 25-11853 (KBO)
Debtors.[1]	(Jointly Administered)
	Objection Deadline: November 11, 2026 at 4:00 p.m. (ET) **Hearing Date: November 18, 2026 at 2:00 p.m. (ET)**

356W58 GROUND LESSOR LLC'S MOTION FOR PROTECTION AND SUBSEQUENT PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM

356W58 Ground Lessor LLC ("Landlord"), through its undersigned counsel, hereby moves (the "Motion") for an order, substantially in the form attached hereto as **Exhibit A** for the following relief: (a) pending this Court's determination of the Rent Motion [D.I. 524], compelling the Debtors to escrow the full amount of rent owed under the Ground Lease or otherwise demonstrate wherewithal to satisfy all accruing rent, and (b) following the Court's ruling on the Rent Motion, directing payment of all rent under the Ground Lease. In support hereof, Landlord states as follows:

PRELIMINARY STATEMENT

1. The relief sought herein is necessary and appropriate to guard against the administrative insolvency of these cases. At present, there is no DIP loan available to satisfy ongoing administrative expenses, and there are six months of unpaid rent, totaling $5,242,558.69. With no assurance of payment for Debtors' use of Landlord's property, and given the Debtors' lack of resources, Landlord is in the inappropriate and inequitable position of serving as an involuntary lender to the Debtors.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors' headquarters and the mailing address for the Debtors is 11440 San Vicente Boulevard, 2nd Floor, Los Angeles, CA 90045.

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2. In part, this motion is an extension of Landlord's July 2, 2026 motion seeking to compel the Debtors to draw down on Parkview's DIP loan and place into escrow the amount of all accrued rent (the "Escrow Motion") [D.I. 573].[2] At the July 24 hearing to consider the Escrow Motion, the Debtors argued that DIP loan proceeds would be available to pay rent, and they represented to the Court that, once the Court determines the appropriate amount of rent accruing (under the Rent Motion), all such rent would be paid using the DIP loan. As a result, the Court concluded that it did not appear that the Debtors' cases were administratively insolvent at that time, and the Court denied the escrow motion – without prejudice if circumstances change.

3. In the intervening time, circumstances have materially changed to Landlord's detriment. The budget for Parkview's DIP loan expired at the end of August. There has been no provision made for payment of accruing administrative expenses since September 1. And since the end of the DIP budget period, there are at least three months' worth of rent (over $2.2 million) as to which there is no corresponding availability under any DIP loan.

4. On September 9, the Court held an evidentiary hearing concerning the Rent Motion which has been *sub judice* since that time. Given the presumption that the contract rate should apply in determining the amount of Landlord's administrative claim, and the other evidence presented at the hearing, Landlord is hopeful that the Court will agree that the contract (Ground Lease) rate should be applicable. Any ruling on the Rent Motion, however, would be of little utility if the Debtors have no funds to make payment. Accordingly, pending the outcome of the Rent Motion, the Parkview-controlled Debtors should either escrow funds necessary to fund accruing

[2] Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Escrow Motion.

rent charges, or provide some other assurance (such as through a further extension of the DIP facility) that funds will be available to pay all accruing rent.[3]

5. Once the Rent Motion is ruled upon, Landlord respectfully requests an order directing immediate payment of all accrued rent because a premise of these cases has been that administrative rent – including rent – would be paid on a current basis. Debtors have repeatedly declared their dedication to this approach, including in their papers and oral argument concerning the DIP loan and the Rent Motion.

JURISDICTION AND VENUE

6. The Court has jurisdiction to consider this Motion pursuant to 28 U. S. C. § 1334. The subject matter of this Motion pertains to the administration of the estate and use of property by the Debtors and, therefore, is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), and (O). Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

7. The statutory predicates for the relief sought herein Sections 105, 503(a), and 503(b) of the Bankruptcy Code.

BACKGROUND

A. Origin of the Ground Lease

8. On May 4, 2022, Hudson 1701/1706, LLC and Hudson 1702, LLC (collectively, the "Debtors"), as tenants, and Landlord, as landlord, entered into a lease for certain premises located at 353 West 57th Street in New York, New York for a period of 99 years. *See* Declaration

[3] If the Debtors lack the wherewithal to fund administrative expenses, these cases should not be in Chapter 11, and this Court has the authority convert to Chapter 7 *sua sponte* pursuant to Sections 105(a) and 1112(b)(4) of the Bankruptcy Code.

of Matthew B. McGuire, Adv. Pro. No. 25-52471 [Adv. Pro. D.I. 17][4] ("McGuire Adversary Declaration"), at Ex. C (the "Ground Lease").

9. Under the Ground Lease, the Debtors are obligated to pay base rent at a rate of $729,166.67 per month ("Base Rent"). *See* McGuire Adversary Declaration, at Ex. Q (the "Fourth Amendment") at § 3.

B. Bankruptcy Case Procedural History

10. On October 22, 2025 (the "Petition Date"), the Debtors each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court"). The Debtors are authorized to operate their business and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

11. On November 25, 2025, the Office of the United States Trustee for the District of Delaware appointed the Official Committee of Unsecured Creditors (the "Committee") in these chapter 11 cases. The Committee is comprised of three members, including Landlord.[5]

12. On December 22, 2025, the Debtors commenced the Adversary Proceeding [Adv. Pro. D.I. 1] (the "Complaint"). Landlord moved to dismiss the Complaint on February 4, 2026 [Adv. Pro. D.I. 15], which Debtors opposed on February 11, 2026 [Adv. Pro. D.I. 25].

13. On January 14, 2025, the Court granted the DIP Motion [D.I. 255] (the "DIP Order"). The DIP Order provided that the Termination Date for the DIP facility was twelve months

[4] All references to Adv. Pro. D.I. refer to the adversary proceeding number 25-52471 (the "Adversary Proceeding").

[5] For the avoidance of doubt, the instant Motion is brought on behalf of Ground Lessor in its individual capacity, not in its capacity as a Committee member.

following the Petition Date – October 22, 2026. DIP Order, ¶30(b). The Termination Date could be extended with the prior written consent of the DIP Lender.

14. On February 24, 2026, the Debtors filed *Debtors' Motion for an Order Determining that Purported Ground Lease, if a True Lease, is a Lease of Residential Real Property Under Section 365 of the Bankruptcy Code* [D.I. 344] (the "365 Motion"). Landlord objected to the 365 Motion [D.I. 354]. On March 12, 2026, the Court held a hearing on the 365 Motion which was continued for further argument to April 21, 2026.

15. On April 7, 2026, the Debtors filed the *Motion of the Debtors to Increase DIP Commitment and Modify and Extend Approved DIP Budget Under Final DIP Order* [D.I. 400] (the "Supplemental DIP Motion") which provided for the payment of Rent through and including August 2026. Landlord objected to this motion [D.I. 410].

16. On April 20, 2026, the Debtors submitted a *Notice of Filing of Further Amended Budget Related to the Motion of the Debtors to Increase DIP Commitment and Modify and Extend Approved DIP Budget Under Final DIP Order*, at Ex. A [D.I. 430] (the "Supplemental DIP Budget").

17. On April 21, 2026, the Court heard oral argument on the 365 Motion, the Supplemental DIP Motion, and the motion to dismiss the Complaint. The Court granted the 365 Motion and the Supplemental DIP Motion on the record [D.I. 436 (the "Supplemental DIP Order"), 443]. The Court took the motion to dismiss the Complaint under advisement and, on May 15, 2026, dismissed the Complaint without prejudice [Adv. Pro. D.I. 86].

18. On June 2, 2026, the Debtors filed the *Debtors' Motion for an Order Determining Amount of Prospective Post-Petition Monthly Rent Due as an Administrative Expense Claim* [D.I.

524] (the "Rent Motion") and, contemporaneously therewith, unilaterally stopped paying Base Rent. Landlord filed its objection to the Rent Motion on June 16, 2026 [D.I. 553].

19. On June 10, 2026, the Debtors filed the Amended Complaint [Adv. Pro. D.I. 91]. Landlord moved to dismiss the Amended Complaint on July 9, 2026 [Adv. Pro. D.I. 93].

20. On July 2, 2026, Landlord filed the *356W58 Ground Lessor LLC'S Motion for an Order Compelling Debtors to Hold Rent Due Under the Ground Lease in Escrow* [D.I. 573] (the "Escrow Motion") pending resolution of the Rent Motion. Debtors objected to the Escrow Motion [D.I. 583]. The Court heard oral argument on the Escrow Motion on July 24, 2026 and denied the motion.

21. On August 21, 2026, the Debtors filed the *Monthly Operating Report for Hudson 1701/1706, LLC for the Period Ending July 31, 2026* [D.I. 644] and the *Monthly Operating Report for Hudson 1702, LLC for the Period Ending July 31, 2026* [D.I. 645].

22. On September 9, 2026, the Court held a hearing on the Rent Motion and the motion to dismiss the Amended Complaint. The Court entered an order denying the motion to dismiss [Adv. Pro. D.I. 110] on the same day. The Court reserved judgment on the Rent Motion.

23. On September 21, 2026, the Debtors filed the *Monthly Operating Report for Hudson 1701/1706, LLC for the Period Ending August 31, 2026* [D.I. 700] and the *Monthly Operating Report for Hudson 1702, LLC for the Period Ending August 31, 2026* [D.I. 701].

RELIEF REQUESTED

24. By this Motion, Landlord respectfully requests that the Court enter an order granting the following relief: (a) pending this Court's determination of the Rent Motion, compelling the Debtors to escrow the full amount of rent owed under the Ground Lease or

otherwise demonstrate wherewithal to satisfy all accruing rent, and (b) following the Court's ruling on the Rent Motion, directing payment of all Rent under the Ground Lease.

ARGUMENT

I. Landlord is Entitled to an Administrative Expense Claim Against Debtors

A. Debtors Have Repeatedly Acknowledged That They Must Pay Rent

25. In their Rent Motion, the Debtors included the following statements confirming that they are obligated to pay rent under the Ground Lease:

> Where the subject contract is a *pre-petition* contract, "[i]f the debtor-in-possession elects to continue to receive benefits from the other party to an executory contract pending a decision to reject or assume the contract, ***the debtor-in-possession is obligated to pay for the reasonable value of those services***."

Rent Motion at ¶ 21 (emphasis added) (*citing NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 531 (1984); *O'Brien*, 181 F.3d at 533; *Matter of H.L.S. Energy Co., Inc.*, 151 F.3d 434, 437 (5th Cir. 1998).

> ***While a debtor's use and occupancy of leased premises post-petition has been held to be an actual and necessary expense of preserving the estate, "a debtor is generally required to pay only a reasonable value for the use and occupancy of a landlord's property***, which may or may not equal the amount agreed upon in the terms of the lease."

Rent Motion at ¶ 22 (emphasis added) (citing *Zagata Fabricators, Inc. v. Superior Air Products*, 893 F.2d 624, 627 (3d Cir. 1990); *In re Sportsman's Warehouse, Inc.*, 436 B.R. 308, 315 (Bankr. D. Del. 2009).

26. In other words, while Debtors argued in the Rent Motion that they must pay rent in an amount less than the contract rate, the Debtors openly acknowledged that they are obligated under § 503(b)(1)(A) of the Bankruptcy Code to timely compensate Landlord for their use and occupancy of the Property. The only issue in the Rent Motion was the *amount* of Debtors' obligation.

27. At the Supplemental DIP Motion hearing on April 21, Debtors' counsel further confirmed Debtors' commitment to paying Base Rent:

> In fact, of the roughly $11 million in a supplemental budget for the months of May through August $3,349,400 is allocated for LA Fitness construction, $3,000,211 – I'm sorry, $3,211,145 is for property taxes. $2,926,672 is for ground rent being paid to MSP. $870,090 is for insurance. $427,276 is for security and fire watch. And $79,000 is for repairs and maintenance. ***All necessary expenses to maintain and operate the property***.

See April 21, 2026 Hr'g Tr. at 91:17-92:2.[6]

28. Accordingly, there is no dispute that Debtors are obligated pursuant to § 503(b)(1)(A) of the Bankruptcy Code to compensate Landlord for the use and occupancy of the Property.

B. Debtors Assured the Court that DIP Proceeds are Available

29. Debtors have committed themselves to timely honoring their Base Rent and property tax obligations at other times, too. Most significantly, the Debtors promised to pay rent and property taxes according to the schedule set forth in the budget presented to (and approved by) the Court. *See* Supplemental DIP Order [D.I. 436] at Ex. 1. That budget pronounced that the cases would be funded by the DIP loan through August 2026, and included payment of Base Rent on a monthly basis through August pursuant to the Ground Lease and property taxes in July 2026. *Id.*[7]

30. Debtors' counsel represented that DIP proceeds were available to pay rent and property taxes. *See* April 21, 2026 Hr'g Tr. at 96:9-12 ("The budget is designed specifically to

[6] At this point it has become apparent that the Debtors misrepresented the purpose of the DIP Budget. The Debtors had no intention of paying either Ground Rent or real estate taxes when the Supplemental DIP Motion was presented to the Court.

[7] The budget also included payment of tenant improvement allowances relating to Debtors' lease with LA Fitness. But Debtors have not honored those lease and budget obligations, and LA Fitness has consequently not opened for business and has communicated that all construction work has been stopped. That failure has deprived the Property of $2 million in annual rent.

allow Parkview to fund the operational costs of the property, including paying MSP over $3 million of rent, paying property taxes and insurance."). The Court presumably relied upon these representations when it issued the Supplemental DIP Order.

31. But following Debtors' submission of the Rent Motion, Debtors have not paid Base Rent in June, July, August, September, October, or November, for a total of six months and an amount of $5,104,166.69.

32. And even though the DIP budget includes funding to pay property taxes, Debtors did not pay property taxes due in July in the amount of $3,211,145.[8] The obligation to pay taxes is considered Additional Rent under the Ground Lease.

33. The Court noted at the Escrow Motion hearing on July 16 that future circumstances may warrant holding rent funds in escrow. *See* July 16, 2026 Hr'g at 24:22-25:2 ("if the process starts to play out in a manner where I would see a necessity for it, then I would re-entertain the [Escrow] motion. But at this time, I don't think that the current facts and circumstances support it.").

34. The facts and circumstances have significantly changed since July, thus warranting escrow of the rent as an alternative to compelling Debtors to immediately pay. By the time this motion will be heard, nearly four months will have passed since the Escrow Motion order, and six months since the last payment of Base Rent, a significant rent holiday that the parties (and the Bankruptcy Code) did not contemplate. And Debtors failed to pay property taxes that were

[8] As of November 2, 2026, Debtors' July 1, 2026 tax obligation has accumulated $179,336 in interest. Debtors also failed to pay taxes due on July 1, 2025 (pre-petition) in the amount of $2,780,962. Interest on the pre-petition obligation is $664,666. All told, Debtors' unpaid tax obligation as of November 2, 2026 is $6,837,012.

included in the DIP budget. Landlord has thus been forced into a position in which it is acting as an involuntary lender to its detriment.[9]

35. Moreover, the DIP budget provided funding only through August 2026, and since the expiration of the DIP facility on October 22, 2026, neither Debtors nor Parkview has provided resources to fund these cases while administrative expenses accrue.[10] The Debtors have not provided the Court, Committee or any party in interest with an Approved Budget for any period past August 31, 2026, or any extension of the term of the DIP facility. Accordingly, it appears there are no means for payment of any administrative expenses.

C. Debtors' Refusal to Pay Rent has Transformed Landlord into an Involuntary Lender

36. With no assurance of payment for Debtors' use of Landlord's property, and given the Debtors' lack of resources, Landlord is in the inappropriate position of serving as an involuntary lender to the Debtors.[11] At present, there is no DIP loan available to satisfy ongoing administrative expenses, and there is $5,242,558.69 in unpaid post-petition Base Rent and unpaid post-petition property taxes in the amount of $3,391,384.

[9] Landlord has thus far not complained to the Court of the hardship that has been imposed upon it by Debtors' failure to pay rent and recharacterization efforts. And Landlord will not now burden the Court with a recitation of those hardships. However, the Court should know that the stress inflicted on Landlord's business by Debtors has not been insignificant. For example, GLR relies on ground rent collection to make distributions to its investors, many of whom are retail investors. GLR continues to incur expenses related to the case, which costs should be offset by rent collections. Debtors' failure to pay rent not only imposes a quantifiable detriment to GLR's business, but has also caused reputational damage to GLR's business in an incalculable amount.

[10] At the April 21 hearing, Debtors' counsel stated that the cases required the Supplemental DIP Budget in order to fund the cases past the expiration of the initial DIP budget. *See* April 21, 2026 Hr'g Tr. at 87:8-12 ("The relief is necessary to fund the debtors' operations and the case past April 30th when the current DIP budget ends."). Today, the cases are operating in exactly that scenario: the time frame contemplated by the DIP budget has expired.

[11] At the April 21 hearing, Debtors' counsel complained that "MSP is a non-funding -- non-DIP funding party[.]" *See* April 21, 2026 Hr'g Tr. at 92:15-17. It is ironic that after making this statement, Debtors have turned Landlord into an involuntary lender.

37. Courts provide relief to landlords who are transformed into involuntary lenders on account of their unusually vulnerable position compared to other post-petition creditors who are afforded protections under Section 364. *See, e.g.*, *In re Gussie Naomi Babbs*, 265 B.R. 35 (Bankr. S.D.N.Y 2001) ("[u]nlike other creditors, both residential and nonresidential lessors are in an unusually vulnerable position, subject to becoming 'involuntary extender[s] of unsecured credit' during the post-petition, pre-rejection period" because lessors cannot utilize the self-help remedy of terminating the lease if prompt payment is not assured); *In re Telesphere Commc'ns, Inc.*, 148 B.R. 525, 529 (Bankr. N.D. Ill. 1992) ("to withhold payment when the debtor may be administratively insolvent would actually reverse legislative intent, because it would require involuntary extensions of credit by lessors in the very circumstances where the debtors are least likely to honor their lease obligations.").

38. In the *Babbs* case, the court held that the rent qualified as an administrative expense priority even though the premises was residential:

> …the residential or nonresidential status of the premises is irrelevant to satisfying the two preconditions of allowable administrative expenses. Both types of leases provide similar benefits to the estate and pertain to the same post-petition time period. In addition, as the risks facing either type of lessor are similar and the credit extended covers a similar length of time, the policy reasons for granting administrative expense priority to post-petition creditors apply equally to residential lessors and nonresidential lessors.

In re Babbs, 265 B.R. at 38.

39. This reasoning applies with equal measure here. First, the Debtors themselves acknowledge that the Base Rent is an administrative expense. *See* April 21, 2026 Hr'g Tr. at 91:17-92:2; Rent Motion at ¶¶ 21-23. There is no dispute that the rent has arisen post-petition. And Debtors do not dispute that their continued occupancy of the Property benefits the estate (though the parties disagree on the amount).

40. Second, by withholding rent, Debtors have taken advantage of Landlord's "unusually vulnerable position" and transformed it into an involuntary lender without any of the protections afforded to post-petition lenders under Section 364.[12] Congress could not have intended to carve out residential landlords from the protections afforded other post-petition lenders.

41. Accordingly, pending the outcome of the Rent Motion, the Court should enter an order compelling the Parkview-controlled Debtors to either escrow funds necessary to fund accruing rent charges, or provide some other assurance (such as through a further DIP loan) that funds will be available to pay all accruing rent. In addition, because Debtors are obligated to pay property taxes if they assume the Lease or if they succeed on their recharacterization claim, Debtors should be compelled to immediately pay the outstanding taxes, or escrow funds necessary to fund accruing taxes and interest.

D. The Court is Empowered to Determine When an Administrative Expense Will Be Paid

42. In general, courts have discretion to determine when an administrative expense claim will be paid. *In re Garden Ridge Corp.*, 323 B. R. 136, 143 (Bankr. D. Del. 2005). "In determining the time of payment, courts consider prejudice to the debtor, hardship to the claimant, and potential detriment to other creditors." *Id*.

> In making this determination, one of the chief factors courts consider is bankruptcy's goal of an orderly and equal distribution among creditors and the need to prevent a race to a debtor's assets. . . . Courts will also consider the particular needs of each administrative claimant and the length and expense of the case's administration. To qualify for exceptional immediate payment, a creditor must show that there is a necessity to pay and not merely that the Debtor has the ability to pay.

[12] At the April 21 hearing, Debtors' counsel complained that "MSP is a non-funding -- non-DIP funding party[.]" *See* April 21, 2026 Hr'g Tr. at 92:15-17. It is ironic that after making this statement, Debtors have turned Landlord into an involuntary lender.

In re Global Home Products, LLC, 06–10340 KG, 2006 WL 3791955, *3 (Bankr. D. Del. Dec. 21, 2006) (internal quotations marks and citations omitted) (citing *In re HQ Global Holdings, Inc.*, 282 B. R. 169, 173 (Bankr. D. Del. 2002)).

43. Here, it has been over six months since Debtors last paid rent for the Property they continue to use and occupy. Debtors do not dispute that they must pay rent – they merely dispute the amount owed. The Court has already heard expert testimony and oral argument from counsel on that issue. Meanwhile, Landlord suffers hardship and will continue to do so if the Debtors are allowed to postpone payment of the administrative claim until plan confirmation – or are permitted to defer their rent obligations until these cases convert to chapter 7. Indeed, it would be unfair for the Debtors to enjoy the benefit of Landlord's property, while forcing Landlord to wait for payment. Administrative creditors such as Landlord should not be bearing the risk that the Parkview-controlled Debtors will not be able to develop a plan to complete the Project.[13]

44. Courts are sometimes hesitant to order immediate payment of administrative expenses in administratively insolvent bankruptcy cases. For example, in *ATP Oil*, the court found that administrative insolvency favored delaying payment of administrative claims because the debtor was administratively insolvent and had limited cash resources, and granting a request for immediate payment "only encourages a race to the courthouse[.]" *In re ATP Oil & Gas Corp.*, No. 12-36187, 2014 WL 1047818, at *10 (Bankr. S. D. Tex. Mar. 18, 2014). Here, Debtors have represented that they are not administratively insolvent. Accordingly, creditors will not be prejudiced by an immediate payment of Landlord's administrative expense claim.

[13] The Court indicated that a decision on the Rent Motion could potentially be advisory. *See* September 9, 2026 Hr'g Tr. at 132:17-133:11. Landlord posits that a Rent Motion decision would not be advisory given Debtors' acknowledgement that they are obligated to pay rent in exchange for their use and occupancy of the Property, and the precept that Landlord should not be compelled to act as an involuntary lender.

45. The totality of the circumstances supports compelling the Debtors to pay Landlord's administrative claim immediately, as further delay in payment will only prejudice Landlord. Accordingly, Landlord requests that the Court enter an order (a) pending this Court's determination of the Rent Motion, compelling the Debtors to escrow the full amount of rent owed under the Ground Lease or otherwise demonstrate wherewithal to satisfy all accruing rent, and (b) following the Court's ruling on the Rent Motion, directing payment of all Rent under the Ground Lease.

CONCLUSION

For the foregoing reasons, Landlord respectfully requests that the Court enter an order granting the following relief: (a) pending this Court's determination of the Rent Motion, compelling the Debtors to escrow the full amount of rent owed under the Ground Lease or otherwise demonstrate wherewithal to satisfy all accruing rent, and (b) following the Court's ruling on the Rent Motion, directing payment of all Rent under the Ground Lease.

Dated: November 4, 2026
Wilmington, Delaware

LANDIS RATH & COBB LLP

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– and –

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Counsel to 356W58 Ground Lessor LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Hudson 1701/1706 LLC,	Case No. 25-11853 (KBO)
Debtors.[1]	(Jointly Administered)
	Objection Deadline: November 11, 2026 at 4:00 p.m. (ET) **Hearing Date: November 18, 2026 at 2:00 p.m. (ET)**

NOTICE OF MOTION

TO: (a) the United States Trustee for the District of Delaware; (b) the Debtors; (c) Parkview Financial REIT, LP and PV Hudson LLC; (d) the Official Committee of Unsecured Creditors; and (e) any party that has requested notice pursuant to Bankruptcy Rule 2002.

PLEASE TAKE NOTICE that on the date hereof, 356W58 Ground Lessor LLC ("Landlord") filed *356W58 Ground Lessor LLC's Motion for Protection and Subsequent Payment of Administrative Expense Claim* (the "Motion")[2] with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that any objections to the Motion must be filed with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, by **November 11, 2026 at 4:00 p.m. (ET)**. At the same time, you must serve a copy of the objection upon the undersigned counsel to Landlord so as to be received by **November 11, 2026 at 4:00 p.m. (ET)**.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON **NOVEMBER 18, 2026 AT 2:00 P.M. (ET)** BEFORE THE HONORABLE KAREN B. OWENS, CHIEF UNITED STATES BANKRUPTCY COURT JUDGE FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 6TH FLOOR, COURTROOM #3, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors' headquarters and the mailing address for the Debtors is 11440 San Vicente Boulevard, 2nd Floor, Los Angeles, CA 90045.

[2] Capitalized terms used but not defined herein shall have the meanings given to them in the Motion.

Dated: November 4, 2026
Wilmington, Delaware

LANDIS RATH & COBB LLP

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Counsel to 356W58 Ground Lessor LLC

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Hudson 1701/1706 LLC,	Case No. 25-11853 (KBO)
Debtors.[1]	(Jointly Administered)
	Ref. No. ___

ORDER GRANTING 356W58 GROUND LESSOR LLC'S MOTION FOR PROTECTION AND SUBSEQUENT PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM

Upon consideration of the motion of 356W58 Ground Lessor LLC ("Landlord") for an order (a) compelling the Debtors to escrow the full amount of rent owed under the Ground Lease or otherwise demonstrate wherewithal to satisfy all accruing rent, and (b) following the Court's ruling on the Rent Motion, directing payment of all rent under the Ground Lease (the "Motion")[2]; and the Court having considered the Motion and any opposition thereto; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, and their creditors; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding; and the filing of the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that Landlord's notice of the Motion and opportunity for a hearing were appropriate under the circumstances and that no other notice need be provided; and the Court having determined that the legal and factual bases set forth in the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors' headquarters and the mailing address for the Debtors is 11440 San Vicente Boulevard, 2nd Floor, Los Angeles, CA 90045.

[2] Capitalized terms used but not defined herein shall have the meanings given to them in the Motion.

Motion establish cause for the relief granted herein; and upon all of the proceedings had before this Court, and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. All objections to the Motion are overruled.

3. Debtors must escrow the full amount of rent owed under the Ground Lease until this Court issues a further order concerning the amount held in escrow.

4. Following this Court's ruling on the Rent Motion, the Debtors shall pay all such amounts found to be an administrative expense within seven (7) days.

5. Notwithstanding the applicability of any Bankruptcy Rules to the contrary, the terms and conditions of this Order shall be effective and enforceable immediately upon entry of this Order.

6. This Court retains jurisdiction with respect to all matters arising from or related to implementation of this Order.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Hudson 1701/1706 LLC,	Case No. 25-11853 (KBO)
Debtors.[1]	(Jointly Administered)

CERTIFICATE OF SERVICE

I, Matthew B. McGuire, hereby certify that on November 4, 2026, a true and correct copy of *356W58 Ground Lessor LLC's Motion for Protection and Subsequent Payment of Administrative Expense Claim* was caused to be served upon the parties listed on the attached service list via e-mail.

Dated: November 4, 2026

LANDIS RATH & COBB LLP

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