IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: HUDSON 1701/1706, LLC, *et al*., Debtors.	Chapter 11 Case No. 25-11853 (KBO) (Jointly Administered) Hearing Date: September 15, 2026 at 10:30 a.m. (ET) Objection Deadline: July 31, 2926 at 4:00 p.m. (ET)
FIRST AMERICAN TITLE INSURANCE COMPANY, solely as Escrow Agent and not in its individual capacity, Plaintiff, v. HUDSON 1701/1706, LLC, HUDSON 1702, LLC, ALBERTO SMEKE SABA, SALOMON SMEKE SABA, CSC HUDSON LLC and PARKVIEW FINANCIAL REIT, LP, Defendants.	Adv. No. 25-52468 (KBO)

DEBTORS' MOTION FOR ORDER APPROVING SETTLEMENT
AGREEMENT PURSUANT TO BANKRUPTCY RULE 9019

The above-captioned debtors and debtors-in-possession, by and through their undersigned attorneys, hereby move pursuant to Federal Rule of Bankruptcy Procedure 9019 for approval of a proposed settlement agreement (the **"Settlement Agreement"**) between and among CSC Hudson LLC, Alberto Smeke Saba and Salomon Smeke Saba (collectively, the **"Guarantor Parties"**), Parkview Financial REIT, LP (**"Parkview"**) and Hudson 1701/1706, LLC and Hudson 1702, LLC (the **"Debtors,"** and together with Parkview and the Guarantor Parties, collectively, the **"Parties"**), and respectfully state as follows:

JURISDICTION

1. This Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these chapter 11 cases (the **"Chapter 11 Cases"**) and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. Pursuant to Local Rule 9013-1(f), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. The legal predicates for the relief sought herein are sections 105(a) and 363 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**"), and Bankruptcy Rule 9019.

BACKGROUND

A. GENERAL BACKGROUND

4. On October 22, 2025 (the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. On November 25, 2025, the Office of the United States Trustee appointed the Official Committee of Unsecured Creditors [Docket No. 104] (the **"Committee"**). No trustee or examiner has been appointed in these Chapter 11 Cases.

6. Additional factual background regarding the Debtors, including their business operations, their capital and debt structure and the events leading to the filing of these Chapter 11 Cases is set forth *Amended and Restated Declaration of Alan Tantleff in Support of Debtors' Chapter 11 Petitions and First Day Motions* [Docket No. 60], which is fully incorporated herein by reference.

B. Specific Background

7. Prior to the Petition Date, on August 7, 2025, the Parties entered into that certain Settlement and Release Agreement (the **"S&R Agreement"**), which contained, among other things, mutual releases agreed to by the Guarantor Parties and Parkview, but not the Debtors (the **"S&R Releases"**).

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

9. The Guarantor Parties have filed certain proofs of claims [docketed as claim numbers 14 through 21] (the **"Proofs of Claim"**) in the Debtors' Chapter 11 Cases.

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

11. On December 18, 2025, the Escrow Agent commenced the above-captioned adversary proceeding (the **"Adversary"**) by the filing of a complaint (the **"Complaint"**) seeking, among other things, the interpleader of the Escrowed Funds into the Court's registry (the **"Registry"**).

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

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

14. Following good-faith negotiations, the Parties determined that continued litigation of the Adversary Claims would be costly, protracted, and uncertain in outcome. To avoid further expense and to eliminate mutual litigation risk, the parties reached a settlement embodied in the Settlement Agreement submitted with this Motion.

SUMMARY OF PROPOSED SETTLEMENT

15. Pursuant to the Settlement Agreement, the Parties have agreed to fully and finally resolve all disputes asserted in the Adversary.

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

17. The Parties each further agree that, upon entry of the Approval Order, the Adversary shall be dismissed with prejudice (with each of the Parties to bear their own fees and costs), including, without limitation, all of the Adversary Claims.

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[1] To the extent there is any inconsistency between the summary of the terms of the Settlement Agreement in this Motion and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control.

18. Under the Settlement Agreement, the Guarantor Parties on the one hand and Parkview on the other, provide full, mutual releases of any and all claims based upon the Adversary, the Complaint, the Escrow Agreement and/or the S&R Agreement, respectively.

19. Under the Settlement Agreement, the Debtors are not a released party and are not releasing any claims against the Released Parties (as defined in the Settlement Agreement) except for the claims asserted by the Debtors in (a) *Defendants Hudson 1701/1706, LLC and Hudson 1702, LLC's Answer to the Interpleader Complaint and Cross-Claims* (Docket No. 43 in the Adversary), and (b) *Defendants Hudson 1701/1706, LLC and Hudson 1702, LLC's Answer and Affirmative Defenses to Alberto Smeke Saba, Salomon Smeke Saba and CSC Hudson LLC's Counterclaims* (Docket No. 72 in the Adversary) (collectively, the **"Debtors' Adversary Pleadings"**), which will be dismissed with prejudice in accordance with Paragraph 2 of the Settlement Agreement[2].

20. Finally, the Guarantor Parties are not releasing any claims against the Debtors and the rights of the Debtors or any other party-in-interest, except for Parkview, to object to the Guarantor Parties' Proofs of Claims Claim, are expressly preserved.

21. The Settlement Agreement reflects the parties' mutual desire to resolve all disputes between them related to the Adversary, the Complaint, the Escrow Agreement and the S&R Agreement, avoid the burden and uncertainty of continued litigation, and permit the Debtors to focus their resources on the efficient administration of their chapter 11 cases.

22. The terms of the settlement are memorialized in the Settlement Agreement annexed as **Exhibit A** to the proposed Approval Order attached to this Motion. The Settlement Agreement

[2] The two claims in the Debtors' Adversary Pleadings are limited to a claim for a declaratory judgment that the Guarantor Parties are not entitled to the escrowed funds and for breach of the S&R Agreement wherein the Debtors limited damages to the amount of the Escrowed Funds (the "Debtors' Claims")

is the result of good faith and arms' length negotiations between the Parties regarding the disputes arising from the Adversary, the Complaint, the Escrow Agreement and the S&R Agreement.

RELIEF REQUESTED

23. By this Motion, the Debtors request that the Court approve the Settlement Agreement in the form annexed as **Exhibit A** to the proposed Approval Order attached to this Motion.

BASIS FOR RELIEF REQUESTED

24. Rule 9019(a) of the Federal Rules of Bankruptcy Procedure provides that, "[o]n the trustee's [or debtor in possession's] motion and after notice and a hearing, the court may approve a compromise or settlement." Fed. R. Bankr. P. 9019(a). Settlements are strongly favored in bankruptcy because they minimize litigation, expedite the administration of the estate, and provide for the efficient resolution of bankruptcy cases. *See In re Martin*, 91 F.3d 389, 393 (3d Cir. 1996); *Will v. Next Proteins, Inc. (In re Nutraquest, Inc.)*, 434 F.3d 639, 644 (3d Cir. 2006). To achieve these objectives, Bankruptcy Rule 9019(a) empowers the Court to approve settlements after notice and a hearing, and sections 105(a) and 363 of the Bankruptcy Code authorizes the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions" of the Bankruptcy Code. 11 U.S.C. § 105(a).

25. When analyzing whether to approve a proposed settlement, the Court must determine whether it is "fair and equitable" and in the "best interests of the estate." *Nutraquest*, 434 F.3d at 645; *In re Capmark Fin. Grp. Inc.*, 438 B.R. 471, 510 (Bankr. D. Del. 2010). This requires apprising the Court "of all relevant information that will enable it to determine what

course of action will be in the best interest of the estate." *Key3Media Grp., Inc.*, 336 B.R. 87, 92 (Bankr. D. Del. 2005) (quoting *Martin*, 91 F.3d at 393).

26. The Third Circuit evaluates proposed settlements under four factors: (i) the probability of success in litigation; (ii) the likely difficulties in collection; (iii) the complexity of the litigation involved and the attendant expense, inconvenience, and delay; and (iv) the paramount interest of creditors. *Martin*, 91 F.3d at 393; *In re RFE Indus., Inc.*, 283 F.3d 159, 165 (3d Cir. 2002). In applying these factors, the Court does not conduct a "mini-trial" on the merits but instead "canvass[es] the issues to see whether the settlement falls below the lowest point in the range of reasonableness." *Key3Media*, 336 B.R. at 93; *see also In re Nortel Networks, Inc.*, 522 B.R. 491, 509 (Bankr. D. Del. 2014). The Court need not conclude that the settlement is the best possible outcome, only that it is "within the reasonable range of litigation possibilities." *In re World Health Alt., Inc.*, 344 B.R. 291, 296 (Bankr. D. Del. 2006).

27. The terms of the Settlement Agreement fall well within this range of reasonableness, and the *Martin* factors weigh strongly in favor of its approval.

28. ***First***, the probability of successfully litigating the Adversary Claims resolved under the Settlement Agreement is inherently uncertain. The Guarantor Parties have vigorously contested liability and have asserted their own claims against the Debtors. The Adversary raises complex legal and factual questions regarding the Escrow Agreement and the S&R Agreement, and the recoverability of damages.

29. ***Second***, the Debtors would also be challenged to collect any judgment on their cross claims or counter claims asserted in the Adversary given the Proofs of Claim filed by the Guarantor Parties, that still need to be resolved, and the fact that Parkview has a first lien on the

Escrowed Funds. The Settlement Agreement eliminates the continued cost and expense of the Adversary which is unlikely to yield any benefit to the Debtors' estates.

30. ***Third***, any litigation related to the Adversary, the Complaint, the Escrow Agreement and the S&R Agreement outside of a settlement would be complex, expensive, and time-consuming, requiring litigation over complicated factual and legal issues. Continuing to pursue the Adversary would require substantial additional attorney time and costs, with no discernible benefit to the Debtors' estates.

31. ***Fourth***, the Settlement Agreement results in mutual releases between the Guarantor Parties and Parkview. The Debtors are not releasing any claims, other than the Debtors' Claims asserted in the Adversary. Resolving the Adversary, the Complaint, the Escrow Agreement and the S&R Agreement prevents further drain on the Debtors resources and supports a more efficient and predictable path toward plan confirmation or other value-maximizing outcomes.

32. For these reasons, the settlement is fair, reasonable, and in the best interest of the estates and their creditors and should be approved by the Court.

NOTICE, PRIOR REQUEST, AND WAIVER OF BRIEF

33. Notice of this Motion will be provided to: (a) the Office of the United States Trustee for Region 3; (b) counsel to Parkview Financial REIT, LP; (c) counsel to the Committee; (d) counsel for the Ground Lessor; (e) counsel to the Guarantor Parties; (f) any party that has requested notice pursuant to Bankruptcy Rule 2002; and (g) any other party entitled to notice under Local Rule 9013-1. In light of the nature of the relief requested herein, the Debtors respectfully submit that no further notice of this Motion is required.

34. No prior request for the relief requested in this Motion has been made to this Court or to any other court.

35. The Debtors submit that the Motion does not present any novel issues of law requiring the citation to any authority other than cited above and submit that no brief is necessary.

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter the proposed Approval Order (i) authorizing and approving the Settlement Agreement annexed as **Exhibit A** thereto, and (ii) granting the Debtors such other and further relief as is just and equitable.

Dated: July 17, 2026
Wilmington, Delaware

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EXHIBIT 1

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: HUDSON 1701/1706, LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-11853 (KBO) (Jointly Administered) Related to Docket No. ___
FIRST AMERICAN TITLE INSURANCE COMPANY, solely as Escrow Agent and not in its individual capacity, Plaintiff, v. HUDSON 1701/1706, LLC, HUDSON 1702, LLC, ALBERTO SMEKE SABA, SALOMON SMEKE SABA, CSC HUDSON LLC, and PARKVIEW FINANCIAL REIT, LP, Defendants.	Adv. No. 25-52468 (KBO) Related to Docket No. ____

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

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

[1] The debtors in these Chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190) (collectively, the "**Debtors**").

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

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

IT IS HEREBY ORDERED THAT:

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

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

3. The Clerk of the Court is authorized and directed to release from the Registry of the Court and pay directly to the Guarantor Parties all of the remaining Escrowed Funds, plus all interest accrued thereon. The Guarantor Parties (and/or their counsel) shall coordinate with the Clerk's Office regarding disbursement procedures.

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

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

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

EXHIBIT A

Settlement Agreement

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

<u>SETTLEMENT AGREEMENT</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Blocks to Follow]

Dated: July 17, 2026
Wilmington, Delaware

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July 17, 2026
Wilmington, Delaware

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July 17, 2026
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: HUDSON 1701/1706, LLC, *et al*., Debtors.	Chapter 11 Case No. 25-11853 (KBO) (Jointly Administered) Hearing Date: September 15, 2026 at 10:30 a.m. (ET) Objection Deadline: July 31, 2026 at 4:00 p.m. (ET)
FIRST AMERICAN TITLE INSURANCE COMPANY, solely as Escrow Agent and not in its individual capacity, Plaintiff, v. HUDSON 1701/1706, LLC, HUDSON 1702, LLC, ALBERTO SMEKE SABA, SALOMON SMEKE SABA, CSC HUDSON LLC and PARKVIEW FINANCIAL REIT, LP, Defendants.	Adv. No. 25-52468 (KBO)

NOTICE OF DEBTORS' MOTION FOR ORDER APPROVING SETTLEMENT AGREEMENT PURSUANT TO BANKRUPTCY RULE 9019

PLEASE TAKE NOTICE that on July 17, 2026, the above-captioned debtors and debtors-in-possession (the "**Debtors**") filed the *Debtors' Motion for an Order Approving Settlement Agreement Pursuant to Bankruptcy Rule 9019* (the "**Motion**") with the United States Bankruptcy Court for the District of Delaware (the "**Court**").

PLEASE TAKE FURTHER NOTICE that responses, if any, to the Motion, must filed on or before July 31, 2026, at 4:00 p.m. (Eastern Time) (the "**Objection Deadline**") with the Court, 824 North Market Street, Third Floor, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that at the same time, you must serve a copy of the response on (a) co-counsel to the Debtors, (i) Chipman Brown Cicero & Cole LLP, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801 (Attn: William E. Chipman, Jr. and Mark D. Olivere; [chipman@chipmanbrown.com] and [olivere@chipmanbrown.com] and (ii) Boies Schiller Flexner LLP, 55 Hudson Yards, 20th Floor, New York, NY 10001 (Attn: Robert D. Gordon and

Michael M. Fay; [rgordon@bsfllp.com] and [mfay@bsfllp]; and (b) the Office of the United States Trustee for Region 3, J. Caleb Boggs Federal Building, 844 King Street, Lockbox 35, Wilmington, Delaware 19801 (Attn: Linda Casey; [linda.casey@usdoj.gov]), so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held on **September 15, 2026, at 10:30 a.m**. (Eastern Time) before the Honorable Karen B. Owens in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Sixth Floor, Court Room 3, Wilmington, Delaware 19801.

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

Dated: July 17, 2026
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

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