

EXHIBIT B

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Defendant Amit Doshi and nominal defendants 223 West 20 LLC, East 116th LLC, 42 Mulberry LLC, 1320 Fulton LLC, 1320 Fulton Avenue Management Corp., 2721 Heath LLC, 34447 Equities Inc., and Besen & Associates Inc., by their attorneys Katsky Korins LLP, as and for their answer to the Amended Complaint (the “Amended Complaint”) of plaintiff Michael Besen (“Besen”), individually and derivatively on behalf of 94-16 34th Road LLC, 223 West 20 LLC, East 116th LLC, 42 Mulberry LLC, 1320 Fulton LLC, 1320 Fulton Avenue Management Corp., 2721 Heath LLC, 34447 Equities Inc., and Besen & Associates, Inc., alleges as follows:

FIRST DEFENSE

1. Deny the allegations set forth in paragraph 1 of the Amended Complaint.
2. Deny the allegations set forth in paragraph 2 of the Amended Complaint except admit that the action was commenced in June 2018 and that Doshi thereafter made an effort to resolve his disputes with Besen.
3. Deny the allegations set forth in paragraph 3 of the Amended Complaint except admit that the Queens County foreclosure action was adjourned multiple of times by the parties.
4. Deny allegations set forth in paragraph 4 of the Amended Complaint, except admit that Doshi is a member of Jackson Partners LLC, which acquired the note and mortgage encumbering the 34th Road Property and which has commenced a foreclosure proceeding.
5. Deny the allegations set forth in paragraph 5 of the Amended Complaint.
6. Admit the allegations set forth in paragraph 6 of the Amended Complaint.
7. Admit the allegations set forth in paragraph 7 of the Amended Complaint.
8. Deny the allegations set forth in paragraph 8 of the Amended Complaint, except admit that Moritt Hock & Hamroff LLP represent the 34th Road entity.
9. Deny the allegations set forth in paragraph 9 of the Amended Complaint, except admit that Besen’s motion to intervene in the Queens County action was denied by the Court.

10. Deny the allegations set forth in paragraph 10 of the Amended Complaint.
11. Deny the allegations set forth in paragraph 11 of the Amended Complaint.
12. Deny the allegations set forth in paragraph 12 of the Amended Complaint.
13. Deny the allegations set forth in paragraph 13 of the Amended Complaint, except admit that Besen and Doshi can no longer be in business together.
14. Admit the allegations set forth in paragraph 14 of the Amended Complaint.
15. Admit the allegations set forth in paragraph 15 of the Amended Complaint.
16. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 16 of the Amended Complaint.
17. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 17 of the Amended Complaint.
18. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 18 of the Amended Complaint.
19. Deny the allegations set forth in paragraph 19 of the Amended Complaint, except admit that Jackson Partners is a New York limited liability company.
20. Admit the allegations set forth in paragraph 20 of the Amended Complaint, except deny that 34th Road LLC's principal place of business is at the address stated.
21. Admit the allegations set forth in paragraph 21 of the Amended Complaint.
22. Admit the allegations set forth in paragraph 22 of the Amended Complaint.
23. Admit the allegations set forth in paragraph 23 of the Amended Complaint.
24. Admit the allegations set forth in paragraph 24 of the Amended Complaint.
25. Admit the allegations set forth in paragraph 25 of the Amended Complaint.
26. Admit the allegations set forth in paragraph 26 of the Amended Complaint.
27. Admit the allegations set forth in paragraph 27 of the Amended Complaint.

28. Admit the allegations set forth in paragraph 28 of the Amended Complaint.

29. Deny the allegations set forth in paragraph 29 of the Amended Complaint insofar as they assert a legal conclusion and refer all questions of law to the Court.

30. Admit the allegations set forth in paragraph 30 of the Amended Complaint.

31. Admit the allegations set forth in paragraph 31 of the Amended Complaint.

32. Admit the allegations set forth in paragraph 32 of the Amended Complaint.

33. Admit the allegations set forth in paragraph 33 of the Amended Complaint.

34. Admit the allegations set forth in paragraph 34 of the Amended Complaint.

35. Deny the allegations set forth in paragraph 35 of the Amended Complaint insofar as they refer to Doshi, except admit that the parties discussed contributing capital to make repairs to the building.

36. Deny the allegations set forth in paragraph 36 of the Amended Complaint insofar as they refer to Doshi.

37. Deny the allegations set forth in paragraph 37 of the Amended Complaint.

38. Deny the allegations set forth in paragraph 38 of the Amended Complaint except admit that Besen proposed increasing the mortgage debt on the property and aver that he did so because Besen refused to contribute his own capital to improve the building.

39. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 39 of the Amended Complaint except admit that Besen stated that he had received a mortgage commitment from Signature Bank in regard to the 34th Road property.

40. Deny the allegations set forth in paragraph 40 of the Amended Complaint insofar as they refer to Doshi.

41. Deny the allegations set forth in paragraph 41 of the Amended Complaint insofar

as they refer to Doshi, except admit that Doshi wished to extend the existing debt and aver that he and Farhadian wanted the members to contribute their own funds to take care of the property.

42. Deny the allegations set forth in paragraph 42 of the Amended Complaint.

43. Deny the allegations set forth in paragraph 43 of the Amended Complaint.

44. Deny the allegations set forth in paragraph 44 of the Amended Complaint insofar as they refer to Doshi.

45. Deny the allegations set forth in paragraph 45 of the Amended Complaint, except admit that the Astoria Federal mortgage was assigned to Jackson Partners.

46. Deny the allegations set forth in paragraph 46 of the Amended Complaint.

47. Deny the allegations set forth in paragraph 47 of the Amended Complaint and state that although Besen has made this same statement in other sworn documents, he has never offered to make such a payment.

48. Deny the allegations set forth in paragraph 48 of the Amended Complaint.

49. Deny the allegations set forth in paragraph 49 of the Amended Complaint, except admit that a foreclosure action was commenced by Jackson Partners regarding the 34th Road property.

50. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 50 of the Amended Complaint and refer to the complaint in the foreclosure action for its contents.

51. Admit the allegations set forth in paragraph 51 of the Amended Complaint.

52. Deny the allegations set forth in paragraph 52 of the Amended Complaint.

53. Deny the allegations set forth in paragraph 53 of the Amended Complaint insofar as they refer to Doshi and deny knowledge or information sufficient to form a belief as to the truth of the allegations insofar as they refer to any other party.

54. Deny the allegations set forth in paragraph 54 of the Amended Complaint insofar as they refer to Doshi.

55. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 55 of the Amended Complaint and refer to any motion papers filed with the Court for their contents.

56. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 56 of the Amended Complaint and refer to any orders issued by the Court for their contents.

57. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 57 of the Amended Complaint and refer to the Court's order for its contents.

58. Deny the allegations set forth in paragraph 58 of the Amended Complaint.

59. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 59 of the Amended Complaint but aver that Doshi no longer has any sense of trust in Besen.

60. Deny the allegations set forth in paragraph 60 of the Amended Complaint, except admit that Doshi and Besen have irreconcilable differences that interfere with the making of the most basic business decisions regarding any jointly owned properties or any other business in which they have a joint ownership.

61. Admit the allegations set forth in paragraph 61 of the Amended Complaint.

62. Deny the allegations set forth in paragraph 62 of the Amended Complaint.

63. Deny the allegations set forth in paragraph 63 of the Amended Complaint.

64. Deny the allegations set forth in paragraph 64 of the Amended Complaint, except admit that the property has several vacant units.

- 65. Deny the allegations set forth in paragraph 65 of the Amended Complaint.
- 66. Deny the allegations set forth in paragraph 66 of the Amended Complaint.
- 67. Deny the allegations set forth in paragraph 67 of the Amended Complaint.
- 68. Deny the allegations set forth in paragraph 68 of the Amended Complaint.
- 69. Admit the allegations set forth in paragraph 69 of the Amended Complaint.
- 70. Deny the allegations set forth in paragraph 70 of the Amended Complaint.
- 71. Deny the allegations set forth in paragraph 71 of the Amended Complaint.
- 72. Deny the allegations set forth in paragraph 72 of the Amended Complaint.
- 73. Deny the allegations set forth in paragraph 73 of the Amended Complaint, except admit that the building contains a vacant unit.
- 74. Admit the allegations set forth in paragraph 74 of the Amended Complaint.
- 75. Deny the allegations set forth in paragraph 75 of the Amended Complaint.
- 76. Deny he allegations set forth in paragraph 76 of the Amended Complaint.
- 77. Deny the allegations set forth in paragraph 77 of the Amended Complaint, except admit that Besen and Doshi have had discussions with respect to the refinancing of certain properties in which they each have an ownership interest.
- 78. Deny the allegations set forth in paragraph 78 of the Amended Complaint.
- 79. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 79 of the Amended Complaint.
- 80. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 80 of the Amended Complaint.
- 81. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 81 of the Amended Complaint.
- 82. Deny the allegations set forth in paragraph 82 of the Amended Complaint.

83. Deny the allegations set forth in paragraph 83 of the Amended Complaint except admit that Doshi would prefer to pay down the principal of the mortgages and contribute capital to make necessary repairs.

84. Admit the allegations set forth in paragraph 82 of the Amended Complaint.

85. Deny the allegations set forth in paragraph 85 of the Amended Complaint.

86. Deny the allegations set forth in paragraph 86 of the Amended Complaint.

87. Deny the allegations set forth in paragraph 87 of the Amended Complaint.

88. Admit the allegations set forth in paragraph 88 of the Amended Complaint.

89. Admit the allegations set forth in paragraph 89 of the Amended Complaint.

90. Deny the allegations contained in paragraph 90 of the Amended Complaint, except admit that B&A was formed in or around the late 1980's, that Besen has been the president and that it concentrates in commercial brokerage.

91. Deny the allegations set forth in paragraph 91 of the Amended Complaint, except admit that Doshi holds a degree in engineering and joined B&A in or about 1989 as a real estate sales agent and did not hold a real estate broker's license at that time.

92. Deny the allegations contained in paragraph 92 of the Amended Complaint.

93. Admit the allegations contained in paragraph 93 of the Amended Complaint.

94. Admit the allegations contained in paragraph 94 of the Amended Complaint.

95. Deny the allegations set forth in paragraph 95 of the Amended Complaint except admit that Doshi deposited commission payments he received from transactions he closed into the account.

96. Deny the allegations set forth in paragraph 96 of the Amended Complaint.

97. Deny the allegations set forth in paragraph 97 of the Amended Complaint.

98. Deny the allegations set forth in paragraph 98 of the Amended Complaint and

specifically deny that Doshi had any obligation to offer Besen the opportunity to make such investment but state that such opportunity was in fact extended to Besen.

99. Deny the allegations set forth in paragraph 99 of the Amended Complaint.

100. Deny the allegations set forth in paragraph 100 of the Amended Complaint.

101. Deny the allegations set forth in paragraph 101 of the Amended Complaint.

102. Deny the allegations set forth in paragraph 102 of the Amended Complaint.

103. Deny the allegations set forth in paragraph 103 of the Amended Complaint, except admit that Shallini Mehra was paid a commission in connection with the sale of the property referenced.

104. Deny the allegations set forth in paragraph 104 of the Amended Complaint, except admit that as Doshi had no obligation to offer Besen an opportunity to participate in the purchase, no such offer was extended to Besen.

105. Deny the allegations set forth in paragraph 105 of the Amended Complaint.

106. Deny the allegations set forth in paragraph 106 of the Amended Complaint, except admit that Doshi formed an entity known as D Development LLC.

107. Deny the allegations set forth in paragraph 107 of the Amended Complaint.

108. Deny the allegations set forth in paragraph 108 of the Amended Complaint, except admit that Doshi has asked that certain sellers pay him his share of the commission owed.

109. Deny the allegations set forth in paragraph 109 of the Amended Complaint.

110. Deny the allegations set forth in paragraph 110 of the Amended Complaint, except admit that Doshi has asked that certain sellers pay him his share of the commission owed.

111. Deny the allegations set forth in paragraph 111, except admit that certain commissions are being held in escrow because of Besen's refusal to allow payment to Doshi of his share of the commission.

112. Deny the allegations set forth in paragraph 112 of the Amended Complaint.

113. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 113 of the Amended Complaint.

114. Deny the allegations set forth in paragraph 114 of the Amended Complaint, except admit that Doshi opposed Besen's use of profits from the real estate brokerage business to start up and fund businesses that were not profitable.

115. Admit the allegations set forth in paragraph 115 of the Amended Complaint.

116. Deny the allegations set forth in paragraph 116 of the Amended Complaint.

117. Deny the allegations set forth in paragraph 117 of the Amended Complaint.

118. Deny the allegations set forth in paragraph 118 of the Amended Complaint.

119. Deny the allegations set forth in paragraph 119 of the Amended Complaint.

120. Deny the allegations set forth in paragraph 120 of the Amended Complaint.

121. Deny the allegations set forth in paragraph 121 of the Amended Complaint.

122. Deny the allegations set forth in paragraph 122 of the Amended Complaint.

123. Deny the allegations set forth in paragraph 123 of the Amended Complaint, except admit that Doshi entered into a contract with Meridian following his resignation from B&A in July 2018.

124. Deny the allegations set forth in paragraph 124 of the Amended Complaint.

125. Deny the allegations set forth in paragraph 125 of the Amended Complaint, except admit that Ms. Mehra has joined Meridan Capital.

126. Deny the allegations set forth in paragraph 126 of the Amended Complaint and respectfully refer all questions of law to the Court.

127. In response to paragraph 127 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 126, as though fully set forth herein.

128. Deny the allegations set forth in paragraph 128 of the Amended Complaint and respectfully refer all questions of law to the Court.

129. Deny the allegations set forth in paragraph 129 of the Amended Complaint.

130. Deny the allegations set forth in paragraph 130 of the Amended Complaint.

131. In response to paragraph 131 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 130, as though fully set forth herein.

132. Deny the allegations set forth in paragraph 132 of the Amended Complaint.

133. Deny the allegations set forth in paragraph 133 of the Amended Complaint.

134. In response to paragraph 134 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 133, as though fully set forth herein.

135. Deny the allegations set forth in paragraph 135 of the Amended Complaint.

136. Deny the allegations set forth in paragraph 136 of the Amended Complaint.

137. Deny the allegations set forth in paragraph 137 of the Amended Complaint.

138. In response to paragraph 138 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 137, as though fully set forth herein.

139. Deny the allegations set forth in paragraph 139 of the Amended Complaint.

140. Deny the allegations set forth in paragraph 140 of the Amended Complaint.

141. Deny the allegations set forth in paragraph 141 of the Amended Complaint.

142. In response to paragraph 142 of the Amended Complaint, repeats and realleges the responses set forth above in paragraphs 1 through 141, as though fully set forth herein.

143. Deny the allegations set forth in paragraph 143 of the Amended Complaint and respectfully refer all questions of law to the Court.

144. Deny the allegations set forth in paragraph 144 of the Amended Complaint.

145. Deny the allegations set forth in paragraph 145 of the Amended Complaint.

146. In response to paragraph 146 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 145, as though fully set forth herein.

147. Deny the allegations set forth in paragraph 147 of the Amended Complaint.

148. Deny the allegations set forth in paragraph 148 of the Amended Complaint.

149. In response to paragraph 149 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 148, as though fully set forth herein.

150. Admit the allegations set forth in paragraph 150 of the Amended Complaint.

151. Admit the allegations set forth in paragraph 151 of the Amended Complaint.

152. Deny the allegations set forth in paragraph 152 of the Amended Complaint insofar as they allege that Doshi has improperly refused to take any actions with respect to the property but admit that Besen and Doshi disagree with respect to the management of the property.

153. Admit the allegations set forth in paragraph 153 of the Amended Complaint.

154. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 154 of the Amended Complaint insofar as they refer to matters regarding Besen's internal thoughts or opinions, but admit that Doshi cannot continue to operate any business with Besen.

155. Admit the allegations set forth in paragraph 155 of the Amended Complaint.

156. Admit the allegations set forth in paragraph 156 of the Amended Complaint.

157. Admit the allegations set forth in paragraph 157 of the Amended Complaint.

158. Deny the allegations set forth in paragraph 158 of the Amended Complaint, refer to the corporate documents referenced therein for their contents and refer all questions of law to the Court.

159. In response to paragraph 159 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 158, as though fully set forth herein.

160. Admit the allegations set forth in paragraph 160 of the Amended Complaint.

161. Deny the allegations set forth in paragraph 161 of the Amended Complaint, refer to the operating agreement of East 116th LLC for its terms and refer all questions of law to the Court.

162. Deny the allegations set forth in paragraph 162 of the Amended Complaint.

163. Admit the allegations set forth in paragraph 163 of the Amended Complaint.

164. Admit the allegations set forth in paragraph 164 of the Amended Complaint.

165. Deny the allegations set forth in paragraph 165 of the Amended Complaint insofar as they allege that Doshi has improperly refused to take any actions with respect to the property, but admit that Besen and Doshi disagree with respect to the management of the property.

166. Admit the allegations set forth in paragraph 166 of the Amended Complaint.

167. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 167 of the Amended Complaint insofar as they refer to matters regarding Besen's internal thoughts or opinions, but admit that Doshi cannot continue to operate any business with Besen.

168. Admit the allegations set forth in paragraph 168 of the Amended Complaint.

169. Admit the allegations set forth in paragraph 169 of the Amended Complaint.

170. Admit the allegations set forth in paragraph 170 of the Amended Complaint.

171. Deny the allegations set forth in paragraph 171 of the Amended Complaint, refer to the corporate documents referenced therein for their contents and refer all questions of law to the Court.

172. In response to paragraph 172 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 171, as though fully set forth herein.

173. Deny the allegations set forth in paragraph 173 of the Amended Complaint and

respectfully refer all questions of law to the Court.

174. Deny the allegations set forth in paragraph 174 of the Amended Complaint.

175. Deny the allegations set forth in paragraph 175 of the Amended Complaint.

176. In response to paragraph 176 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 175, as though fully set forth herein.

177. Admit the allegations set forth in paragraph 177 of the Amended Complaint.

178. Admit the allegations set forth in paragraph 178 of the Amended Complaint.

179. Deny the allegations set forth in paragraph 179 of the Amended Complaint insofar as they allege that Doshi has improperly refused to take any actions with respect to the property but admit that Besen and Doshi disagree with respect to the management of the property.

180. Admit the allegations set forth in paragraph 180 of the Amended Complaint.

181. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 181 of the Amended Complaint insofar as they refer to matters regarding Besen's internal thoughts or opinions, but admit that Doshi cannot continue to operate any business with Besen.

182. Admit the allegations set forth in paragraph 182 of the Amended Complaint.

183. Admit the allegations set forth in paragraph 183 of the Amended Complaint.

184. Admit the allegations set forth in paragraph 184 of the Amended Complaint.

185. Deny the allegations set forth in paragraph 185 of the Amended Complaint, refer to the corporate documents referenced therein for their contents and refer all questions of law to the Court.

186. In response to paragraph 186 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 185, as though fully set forth herein.

187. Deny the allegations set forth in paragraph 187 of the Amended Complaint and

respectfully refer all questions of law to the Court.

188. Deny the allegations set forth in paragraph 188 of the Amended Complaint.

189. Deny the allegations set forth in paragraph 189 of the Amended Complaint.

190. In response to paragraph 190 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 189, as though fully set forth herein.

191. Deny the allegations set forth in paragraph 191 of the Amended Complaint.

192. Deny the allegations set forth in paragraph 192 of the Amended Complaint.

193. In response to paragraph 193 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 192, as though fully set forth herein.

194. Admit the allegations set forth in paragraph 194 of the Amended Complaint.

195. Admit the allegations set forth in paragraph 195 of the Amended Complaint.

196. Admit the allegations set forth in paragraph 196 of the Amended Complaint.

197. Deny the allegations set forth in paragraph 197 of the Amended Complaint insofar as they allege that Doshi has improperly refused to take any actions with respect to the property but admit that Besen and Doshi disagree with respect to the management of the property.

198. Admit the allegations set forth in paragraph 198 of the Amended Complaint.

199. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 199 of the Amended Complaint insofar as they refer to matters regarding Besen's internal thoughts or opinions, but admit that Doshi cannot continue to operate any business with Besen.

200. Admit the allegations set forth in paragraph 200 of the Amended Complaint.

201. Admit the allegations set forth in paragraph 201 of the Amended Complaint.

202. Admit the allegations set forth in paragraph 202 of the Amended Complaint.

203. Admit the allegations set forth in paragraph 203 of the Amended Complaint.

204. Deny the allegations set forth in paragraph 204 of the Amended Complaint, refer to the corporate documents referenced therein for their contents and refer all questions of law to the Court.

205. In response to paragraph 205 of the Amended Complaint, repeat and reallege the responses set forth in paragraph 1 through 204 as though fully set forth hereat.

206. Admit the allegations set forth in paragraph 206 of the Amended Complaint.

207. Admit the allegations set forth in paragraph 207 of the Amended Complaint.

208. Deny the allegations set forth in paragraph 208 of the Amended Complaint insofar as they allege that Doshi has improperly refused to take any actions with respect to the property but admit that Besen and Doshi disagree with respect to the management of the property.

209. Admit the allegations set forth in paragraph 209 of the Amended Complaint.

210. Deny the allegations set forth in paragraph 210 of the Amended Complaint insofar as they refer to matters regarding Besen's internal thoughts or opinions, but admit that Doshi cannot continue to operate any business with Besen.

211. Admit the allegations set forth in paragraph 211 of the Amended Complaint.

212. Admit the allegations set forth in paragraph 212 of the Amended Complaint.

213. Admit the allegations set forth in paragraph 213 of the Amended Complaint.

214. Deny the allegations set forth in paragraph 214 of the Amended Complaint, refer to the corporate documents referenced therein for their contents and refer all questions of law to the Court.

215. In response to paragraph 215 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 214, as though fully set forth herein.

216. Deny the allegations set forth in paragraph 216 of the Amended Complaint and respectfully refer all questions of law to the Court.

217. Deny the allegations set forth in paragraph 217 of the Amended Complaint.
218. Deny the allegations set forth in paragraph 218 of the Amended Complaint.
219. In response to paragraph 219 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 218, as though fully set forth herein.
220. Deny the allegations set forth in paragraph 220 of the Amended Complaint.
221. Deny the allegations set forth in paragraph 221 of the Amended Complaint.
222. In response to paragraph 222 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 221, as though fully set forth herein.
223. Admit the allegations set forth in paragraph 223 of the Amended Complaint.
224. Admit the allegations set forth in paragraph 224 of the Amended Complaint
225. Deny the allegations set forth in paragraph 225 of the Amended Complaint insofar as they allege that Doshi has improperly refused to take any actions with respect to the property but admit that Besen and Doshi disagree with respect to the management of the property.
226. Admit the allegations set forth in paragraph 226 of the Amended Complaint.
227. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 227 of the Amended Complaint insofar as they refer to matters regarding Besen's internal thoughts or opinions, but admit that Doshi cannot continue to operate any business with Besen.
228. Admit the allegations set forth in paragraph 228 of the Amended Complaint.
229. Admit the allegations set forth in paragraph 229 of the Amended Complaint.
230. Admit the allegations set forth in paragraph 230 of the Amended Complaint.
231. Deny the allegations set forth in paragraph 231 of the Amended Complaint, refer to the corporate documents referenced therein for their contents and refer all questions of law to the Court.

232. In response to paragraph 232 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 231, as though fully set forth herein.

233. Deny the allegations set forth in paragraph 233 of the Amended Complaint and respectfully refers all questions of law to the Court.

234. Deny the allegations set forth in paragraph 234 of the Amended Complaint.

235. Deny the allegations set forth in paragraph 235 of the Amended Complaint.

236. In response to paragraph 236 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 235, as though fully set forth herein.

237. Deny the allegations set forth in paragraph 237 of the Amended Complaint.

238. Deny the allegations set forth in paragraph 238 of the Amended Complaint.

239. In response to paragraph 239 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 238, as though fully set forth herein.

240. Admit the allegations set forth in paragraph 240 of the Amended Complaint.

241. Admit the allegations set forth in paragraph 241 of the Amended Complaint.

242. Admit the allegations set forth in paragraph 242 of the Amended Complaint.

243. Deny the allegations set forth in paragraph 243 of the Amended Complaint insofar as they allege that Doshi has improperly refused to take any actions with respect to the property but admit that Besen and Doshi disagree with respect to the management of the property.

244. Admit the allegations set forth in paragraph 244 of the Amended Complaint.

245. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 245 of the Amended Complaint insofar as they refer to matters regarding Besen's internal thoughts or opinions, but admit that Doshi cannot continue to operate any business with Besen.

246. Admit the allegations set forth in paragraph 246 of the Amended Complaint.

247. Admit the allegations set forth in paragraph 247 of the Amended Complaint.

248. Admit the allegations set forth in paragraph 228 of the Amended Complaint.

249. Admit the allegations set forth in paragraph 249 of the Amended Complaint.

250. Deny the allegations set forth in paragraph 250 of the Amended Complaint, refer to the corporate documents referenced therein for their contents and refer all questions of law to the Court.

251. In response to paragraph 251 of the Amended Complaint, repeat and reallege the responses set forth above in paragraphs 1 through 250, as though fully set forth herein.

252. Deny the allegations set forth in paragraph 252 of the Amended Complaint and respectfully refer all questions of law to the Court.

253. Deny the allegations set forth in paragraph 253 of the Amended Complaint.

254. Deny the allegations set forth in paragraph 254 of the Amended Complaint.

255. In response to paragraph 255 of the Amended Complaint repeat and reallege the response set forth above in paragraphs 1 through 254 as though fully set forth hereat.

256. Deny the allegations set forth in paragraph 256 of the Amended Complaint.

257. Deny the allegations set forth in paragraph 257 of the Amended Complaint.

258. Deny the allegations set forth in paragraph 258 of the Amended Complaint.

259. In response to paragraph 259 of the Amended Complaint, repeat and reallege the responses set forth in paragraphs 1 through 258 as though fully set forth hereat.

260. Deny the allegations set forth in paragraph 260 of the Amended Complaint.

261. Deny the allegations set forth in paragraph 261 of the Amended Complaint.

262. Deny the allegations set forth in paragraph 262 of the Amended Complaint.

263. Deny the allegations set forth in paragraph 263 of the Amended Complaint.

264. In response to paragraph 264 of the Amended Complaint repeat and reallege the

responses set forth in paragraphs 1 through 263 as though fully set forth hereat.

265. Deny the allegations set forth in paragraph 265 of the Amended Complaint.

266. Deny the allegations set forth in paragraph 266 of the Amended Complaint.

267. Deny the allegations set forth in paragraph 267 of the Amended Complaint insofar as they allege that Doshi has improperly refused to take any action with respect to the property but admit that Besen and Doshi disagree with respect to the management of the property.

268. Deny the allegations set forth in paragraph 268 of the Amended Complaint.

269. Deny knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 269 of the Amended Complaint insofar as they refer to matters regarding Besen's internal thoughts or opinions.

270. Deny the allegations set forth in paragraph 270 of the Amended Complaint.

271. Deny the allegations set forth in paragraph 271, except admit that the differences between Besen and Doshi are irreconcilable.

272. Deny the allegations set forth in paragraph 272, except admit that settlement of the differences between the parties has so far been unsuccessful.

273. Deny the allegations set forth in paragraph 273 of the Amended Complaint, refer to the corporate documents referenced therein for their contents and refer all questions of law to the Court.

SECOND DEFENSE

274. The Amended Complaint fails in whole or in part to state a cause of action upon which relief can be granted against Doshi.

THIRD DEFENSE

275. It was the custom and practice of both Besen and Doshi to withdraw funds from B&A at various times during the course of each year. The amounts of all such withdrawals and

distributions, as well as all capital contributions by the two shareholders, were equalized at or before the end of each calendar year in order to maintain B&A's status as an IRS Subchapter S Corporation, as is confirmed by B&A's annual tax returns. Accordingly, plaintiff's Amended Complaint, both individually on behalf of Besen and to the extent alleged on behalf of B&A, fails to set forth any damages sustained by Besen or B&A and fails to state a cause of action against Doshi in regard to his ownership, operation or management of B&A.

FOURTH DEFENSE

276. The claims asserted in the Amended Complaint against Doshi arising out of his ownership or operation of 223 West 20 LLC, East 116th LLC, 42 Mulberry LLC, 1320 Fulton LLC, 1320 Fulton Management Corp., 2721 Heath LLC and 34447 Equities Inc., 94-16 34th Road LLC (collectively, the "Property Entities") fail to set forth any damages which Doshi caused Besen or the Property Entities to sustain and fail to state a cause of action against Doshi arising out or relating to his ownership or operation of the Property Entities.

FIFTH DEFENSE

277. At all relevant times, Besen managed and controlled the financial books and records and bank accounts of B&A to the exclusion of Doshi.

278. As his partner, Besen owed Doshi fiduciary duties, which duties required him (among other things) to fairly and properly manage B&A and its accounts for the benefit of Doshi and B&A, rather than for the personal benefit of Besen.

279. Besen breached his fiduciary duties by, among other things, diverting millions of B&A's funds for his own personal use, causing B&A to pay for his personal expenses, including, but not limited to, his personal legal fees and amounts he personally owed to contractors performing construction work for his own property, without accounting for any of those amounts as distributions to Besen.

280. By reason of the foregoing, Besen's claims in the Amended Complaint are barred in whole or in part and Doshi is entitled to offset all amounts improperly taken by Besen from B&A against any monetary claims asserted against Doshi in this action.

SIXTH DEFENSE

281. Using profits from B&A, and over the objection of Doshi, Besen formed, operated and managed a number of separate real estate companies, which operated out of the offices of B&A, including but not limited to, New York City Management LLC, Besen Capital LLC, Besen Residential LLC, Besen Retail LLC, The Besen Group LLC, NYC Rentals LLC and NYCM 2018 LLC (collectively, the "Besen Affiliates").

282. As Doshi's equal partner in B&A and in the Besen Affiliates, Besen owed fiduciary duties to Doshi. Besen breached these fiduciary duties to Doshi by failing to properly operate and manage the Besen Affiliates, by using the profits of B&A, over the objection of Doshi, to subsidize the Besen Affiliates, by refusing to properly account for the revenues of the Besen Affiliates, and by failing to make their books and records available for review by Doshi and his accountants.

SEVENTH DEFENSE

283. To the extent that the Amended Complaint sets forth a claim for damages by Besen personally or on behalf of the Property Entities against Doshi, such claims are barred under the respective governing documents of each of the Property Entities.

EIGHTH DEFENSE

284. At all relevant times, Besen either individually or through New York City Management LLC ("New York Management"), one of the Besen Affiliates, managed and controlled the operations and the financial books, records and bank accounts of each of the Property Entities.

285. As his equal partner and co-owner of each of the Property Entities, Besen owed Doshi fiduciary duties, which duties required him (among other things) to fairly and properly manage the Property Entities and their respective financial accounts for the benefit of Doshi and the Property Entities.

286. Upon information and belief, Besen breached his fiduciary duties by, among other things, paying funds to himself for his own use, or to others for his own benefit, including by causing the Property Entities to pay excessive management fees, using two apartments in the property owned by 34447 Equities, Inc. for his personal use while paying rent that was far below fair market value, causing excessive brokerage fees for refinancings to be paid to personal associates of Besen, failing to account properly for the use of the revenues generated by each of the Property Entities and by refusing to make the books and records of the Property Entities and of New York City Management available for review by Doshi and his accountants.

287. By reason of the foregoing, Besen's claims in the Amended Complaint for damages relating to the Property Entities are barred in whole or in part.

NINTH DEFENSE

288. Besen's claims in the Amended Complaint are barred in whole or in part under the doctrine of waiver and/or estoppel.

TENTH DEFENSE

289. Besen's claims in the Amended Complaint are barred by the doctrine of acquiescence.

ELEVENTH DEFENSE

290. Some or all of the claims asserted in the Amended Complaint are barred by the doctrine of ratification.

TWELFTH DEFENSE

291. Some or all of the claims in the Amended Complaint are barred by operation of the business judgment rule.

THIRTEENTH DEFENSE

292. Some or all of the claims in the Amended Complaint are barred as Besen has received payments equal to the amounts of any damages he is alleged to have sustained.

FOURTEENTH DEFENSE

293. The claims for damages set forth in the Amended Complaint are barred, or must be reduced, as Besen has failed to mitigate his damages, if any.

FIFTEENTH DEFENSE

294. Besen's claims in the Amended Complaint are barred in whole or in part by the doctrine of unclean hands.

SIXTEENTH DEFENSE

295. Besen's claims in the Amended Complaint are barred in whole or in part by laches.

SEVENTEENTH DEFENSE

296. Besen's claims in the Amended Complaint are barred by the doctrine of *in pari delicto*.

EIGHTEENTH DEFENSE

297. On information and belief, Besen has breached the fiduciary duties he owes to Doshi as his equal partner in, and as the managing member of, both MBK Group LLC and New York 2000 LLC, New York limited liability companies which hold Besen's and Doshi's equal interests in multiple real properties, by causing over \$2 million that was owed to Doshi through

New York 2000 as his share of the proceeds from two separate sales of properties by MBK Group, i.e., 225-227 West 28th Street, New York, New York, which sale transaction closed in or about October 2016, and 407 Eighth Avenue, New York, New York, which sale transaction closed in May 2018, to be diverted and paid to Besen personally, or to third parties for the benefit of Besen, without Doshi's knowledge or consent. Besen has further violated his fiduciary duties by failing and refusing to account to Doshi for the use of these diverted funds.

298. By reason of the foregoing, Besen's claims in the Amended Complaint are barred in whole or in part, and Doshi is entitled to offset all such amounts unlawfully diverted by Besen against any monetary claims asserted against Doshi in this action.

NINETEENTH DEFENSE

299. To the extent that the Amended Complaint purports to allege derivative claims on behalf of B&A and the Property Entities, such claims fail to state a cause of action.

COUNTERCLAIMS

Defendant and counterclaim plaintiff, Amit Doshi ("Doshi"), individually and derivatively on behalf of Besen & Associates, Inc. ("B&A"), 223 West 20 LLC, East 116th LLC, 42 Mulberry LLC, 1320 Fulton LLC, 1320 Fulton Management Corp., 2721 Heath LLC, 34447 Equities Inc., New York 2000 LLC, New York City Management LLC, Besen Capital, LLC, Besen Residential, LLC, The Besen Group LLC, Besen Retail, LLC, NYC Rentals LLC and NYCM 2018 LLC, hereby alleges the following counterclaims against plaintiff and counterclaim defendant, Michael Besen ("Besen").

Parties

300. Doshi is an individual residing in Nassau County, with an office located in New York County in the State of New York.

301. Besen is an individual who resides in and has an office located in New York

County in the State of New York.

302. B&A is a New York limited liability company with its office located at 381 Park Avenue South, New York, New York. B&A is an IRS Subchapter S corporation in which Besen and Doshi each have a fifty percent shareholder interest. It is primarily engaged in the commercial real estate sales brokerage business.

303. In addition to being its sole shareholders, Doshi and Besen were the sole officers and directors of B&A from in or about 1989 until July 20, 2018 when Doshi resigned as an officer, director and employee due to the serious dissension and breakdown of trust between him and Besen arising out of Besen's operation of B&A, its affiliated entities and the other property owning entities in which they each have an interest. Upon information and belief, Besen is now B&A's sole officer and director.

304. 223 West 20th LLC is a New York limited liability company, located in New York County, in which Besen and Doshi each have a fifty percent membership interest, and which owns the real property located at 223 West 20th Street, New York, New York.

305. East 116th LLC is a New York limited liability company, located in New York County, in which Besen, Kalpana Doshi (Doshi's spouse) and James Coleman each have a one-third membership interest and in which each is also a managing member, and which owns the real property located at 312-314 East 116th Street, New York, New York.

306. 42 Mulberry LLC is a New York limited liability company, located in New York County, in which Besen, Doshi, Robert Farhadian and Rama Bassalali each have a twenty-five percent membership interest and although each is also a managing member, the company is managed by Besen. The company owns the real property located at 42 Mulberry Street, New York, New York.

307. 1320 Fulton Avenue Management Corp. is a New York corporation with an office

located in New York County.

308. 1320 Fulton LLC is a New York limited liability company located in New York County, in which Besen and Doshi each have a fifty percent membership interest. It is the sole shareholder of 1320 Fulton Avenue Management Corp.

309. 2721 Heath LLC is a New York limited liability company, located in New York County, in which Besen and Doshi each have a fifty percent membership interest and which owns the real property located at 2721 Heath Avenue, Bronx, New York.

310. 34447 Equities Inc. is a New York Corporation located in New York County, in which Besen and Doshi each have a fifty percent shareholder interest and which owns the real property located at 344 West 47th Street, New York, New York.

311. New York 2000 LLC is a New York limited liability company, located in New York County, in which Besen and Doshi each have a fifty percent membership interest and, although each are managing members, the company is managed exclusively by Besen. The company holds Besen's and Doshi's interests in multiple real properties.

312. 94-16 34th Road LLC is a New York limited liability company with an office located in New York County in which Besen, Doshi and defendant Farhadian each have a one-third interest and, in which Doshi and Farhadian are the managing members. The Company owns the real property located at 94-16 34th Road, Jamaica, New York.

313. 223 West 20th LLC, East 116th LLC, 42 Mulberry LLC, 1320 Fulton Avenue Management Corp., 1320 Fulton LLC, 2721 Heath LLC, 34447 Equities Inc., 94-16 34th Road LLC and NY 2000 LLC are collectively referred to herein as the "Property Entities."

314. New York City Management LLC is a New York limited liability company, located in the offices of B&A, in which Besen and Doshi each have a fifty percent membership interest and, although each are managing members, the company is managed exclusively by

Besen.

315. Besen Capital LLC is a New York limited liability company, located in the offices of B&A, in which Besen and Doshi each have a fifty percent membership interest and, although each are managing members, the company is managed exclusively by Besen.

316. Besen Residential LLC is a New York limited liability company, located in the offices of B&A, in which Besen and Doshi each have a fifty percent membership interest and, although each are managing members, the company is managed exclusively by Besen.

317. The Besen Group LLC is a New York limited liability company, located in the offices of B&A, in which Besen and Doshi each have a fifty percent membership interest and, although each are managing members, the company is managed exclusively by Besen.

318. Besen Retail LLC is a New York limited liability company, located in the offices of B&A, in which Besen and Doshi each have a fifty percent membership interest and, although each are managing members, the company is managed exclusively by Besen.

319. NYC Rentals LLC is a New York limited liability company, located in New York County with an office at 344 West 47th Street, New York, New York, in which Besen and Doshi each have a fifty percent membership interest and, although each are managing members, the company is managed exclusively by Besen.

320. NYCM 2018 LLC is a New York limited liability company located in the offices of B&A, in which Besen and Doshi each own a fifty percent ownership interest, and which is managed exclusively by Besen.

321. New York City Management LLC, Besen Capital LLC, Besen Residential LLC, The Besen Group LLC, Besen Retail LLC, NYC Rentals LLC and NYCM 2018 LLC are collectively referred to herein as the "Besen Affiliates".

Besen's Exclusive Control of B&A and the Companies

322. Although Doshi and Besen were both officers and directors of B&A from 1989 until July 2018, Besen at all times exercised control over the business operations of B&A, including its finances, accounting and bank accounts.

323. Through his position, Besen has directed and controlled the company's payments, investments and most profit distributions and has done so without consulting or otherwise involving Doshi, and at times disregarding Doshi's objections to Besen's management decisions.

324. For example, over the ongoing objections of Doshi, Besen formed and used the profits of B&A to fund the Besen Affiliates, and operated them out of B&A's offices without paying B&A for the use of its office space or services. While Doshi has a fifty percent ownership interest in each of these companies, none of the Besen Affiliates has ever generated more than, at most, a nominal profit since their formation, and, as a consequence, Besen has continued to subsidize their operation out of the profits of the brokerage business of B&A, once again over the continued objections of Doshi.

325. Despite Doshi's repeated requests for access to the financial and accounting records of B&A and the Besen Affiliates, Besen has refused to make such records available to Doshi and his personal accountants for review.

326. Besen also has exercised complete control over the management, operation and finances of the Property Entities, to the exclusion of Doshi. Despite Doshi's repeated requests for access, Besen has wrongfully refused to make the financial and accounting records of the Property Entities available for review by Doshi and his personal accountants.

327. Based on the foregoing, and because he is named as a defendant in the main claim brought by Besen in this action, making a demand on Besen to assert these claims on behalf of B&A or the Property Entities would be futile.

AS AND FOR A FIRST COUNTERCLAIM

328. Doshi repeats and realleges the allegations set forth in paragraphs 300 through 327 above, as though fully set forth herein.

329. As Doshi's partner and equal shareholder in B&A, Besen owed fiduciary duties to both Doshi and B&A.

330. Besen has willfully, in bad faith and for his own material benefit, breached his fiduciary duties to Doshi and B&A by, among other things, failing to properly manage the finances and accounts of B&A, including by continuing to use B&A's profits to subsidize the unprofitable Besen Affiliates over Doshi's ongoing objection to such funding, by ceasing the operation of one of the Besen Affiliates without ever consulting or receiving the consent of Doshi, and also without the knowledge or consent of Doshi, by diverting millions of B&A's funds for his own personal use and investment, including, but not limited to, the payment of his personal expenses, such as the payment of Besen's personal legal fees and the payment of contractors performing construction work on Besen's residence, without accounting for the withdrawal of such funds or the payments for his expenses as profit distributions to himself.

331. By reason of the foregoing, Doshi and B&A have sustained substantial monetary damages which are believed to be in excess of \$10 million, the exact amount of which will be proven at the trial of this action.

AS AND FOR A SECOND COUNTERCLAIM

332. Doshi repeats and realleges the allegations set forth in paragraphs 300 through 331 above, as though fully set forth herein.

333. Besen has also breached his fiduciary duties to Doshi by refusing to make the financial books, records and accounts of B&A or any of the Besen Affiliates available for review by Doshi and his accountants.

334. By reason of the foregoing, Doshi is entitled to an order and judgment of this Court directing Besen to produce all such records for inspection by Doshi and his accountants, as well as directing that a formal accounting of B&A be conducted.

335. With respect to such relief, Doshi has no adequate remedy at law.

AS AND FOR A THIRD COUNTERCLAIM

336. Doshi repeats and realleges the allegations set forth in paragraphs 300 through 335 above, as though fully set forth herein.

337. Because of Besen's complete control over the accounts of B&A and the Besen Affiliates, and his practice of using of B&A's funds for his personal benefit, it is likely that such improper use of B&A's funds will continue while this action pends.

338. By reason of the foregoing, Doshi is entitled to an order of this Court appointing a receiver to manage the accounts and finances of B&A and the Besen Affiliates pending the resolution of this action.

339. With respect to such relief, Doshi has no adequate remedy at law.

AS AND FOR A FOURTH COUNTERCLAIM

340. Doshi repeats and realleges the allegations set forth in paragraphs 300 through 339 above, as though fully set forth herein.

341. As the managing member, manager and co-owner of the Property Entities, Besen owed and continues to owe fiduciary duties to Doshi and each of the Property Entities, which duties, among other things, require him to fairly and properly manage the Property Entities and their respective real properties for the benefit of Doshi and the Property Entities.

342. Upon information and belief, Besen has breached his fiduciary duties by, among other things, paying funds to himself for his own personal use or to others for his own benefit, without the consent or knowledge of Doshi, including by causing the Property Entities to pay

excessive management fees, using two apartments in the 344 West 47th Street property owned by 34447 Equities, Inc. for his personal use while paying rent that is far below its fair market value, causing excessive brokerage fees for property refinancings to be paid to personal associates of Besen, failing to account properly for the use of the revenues generated by each of the Property Entities, failing to repair and maintain the real properties owned by the Property Entities and by refusing to make the books and records of the Property Entities available for review by Doshi and his personal accountants.

343. By reason of the foregoing, Doshi and the Property Entities have sustained substantial damages, the precise amount of which damages will be proven at the trial of this action.

AS AND FOR A FIFTH COUNTERCLAIM

344. Doshi repeats and realleges the allegations set forth in paragraphs 300 through 343 above, as though fully set forth herein.

345. Besen has further breached his fiduciary duties to Doshi and the Property Entities by refusing to make the financial books, records and accounts of each of the available for review to Doshi and his accountants.

346. By reason of the foregoing, Doshi is entitled to an order and judgment of this Court directing Besen to produce all such books, records and accounts for inspection by Doshi and his accountants, as well as directing that a formal accounting of each of the Property Entities be conducted.

347. With respect to such relief, Doshi has no adequate remedy at law.

AS AND FOR A SIXTH COUNTERCLAIM

348. Doshi repeats and realleges the allegations set forth in paragraphs 300 through 347 above, as though fully set forth herein.

349. Because of Besen's complete control over the accounts of the Property Entities and his practice of using of their funds for his personal benefit, it is likely that such improper use of the Property Entities' funds will continue while this action pends.

350. By reason of the foregoing, Doshi is entitled to an order of this Court appointing a receiver for each of the Property Entities to manage their respective real properties, finances and accounts pending the resolution of this action.

351. With respect to such relief, Doshi has no adequate remedy at law.

AS AND FOR A SEVENTH COUNTERCLAIM

352. Doshi repeats and realleges the allegations set forth in paragraphs 300 through 351 above, as though fully set forth herein.

353. MBK GROUP LLC ("MBK") is a New York limited liability company which owns a fifty percent interest in multiple real properties. Besen is the managing member of MBK and in that capacity controls its management and operations.

354. Besen and Doshi each have certain individual, direct ownership interests in MBK and, in addition, together equally own a separate forty percent interest (twenty percent each) in MBK, which interest on information and belief is held by New York 2000 LLC, an entity in which, as stated above, Besen and Doshi each have a fifty percent ownership interest.

355. In or about October 2016, MBK sold its interest in a property located at 225-227 West 28th Street, New York, New York. While Doshi received payment from MBK out of the sale proceeds for his direct interest, he has never received payment for any portion of his separate twenty percent interest held by New York 2000, which, on information and belief, is in the amount of \$1.5 million. Doshi cannot confirm the exact amount because Besen and the attorneys, Smith Gambrell & Russell, LLP, who handled the closing of this transaction for MBK and its principals, including Doshi, have wrongfully refused to provide Doshi with any closing

documents or other documents relating to the transaction.

356. Sometime after the transaction closed, Doshi learned that Besen had caused MBK to pay Doshi's entire share to himself and to third parties for Besen's own benefit, without ever consulting or obtaining the consent or approval of Doshi. To date, despite Doshi's repeated demands, Besen has refused to pay any of these unlawfully diverted funds to Doshi or to provide any justification for his unlawful diversion, or to account for the use and payment of these funds. Doshi has been further harmed by Besen's diversion of these funds as Doshi has had to pay hundreds of thousands of dollars in income taxes on these funds that he never received.

357. In or about May 2018, Besen again caused funds owed to Doshi from MBK to be diverted unlawfully to himself. At that time, MBK closed on the sale of another of its properties, 407 Eighth Avenue, New York, New York, and while Doshi received payment from MBK out of the sale proceeds for his direct interest, Besen, once again without ever consulting or obtaining the consent or approval of Doshi, caused MBK to pay Doshi only \$55,550 and to pay to Besen personally, and to third parties for the benefit of Besen, the balance of the \$1.2 million in sale proceeds that, on information and belief are owed to Doshi. Doshi cannot confirm the exact amount because Besen and the attorneys, Smith Gambrell & Russell, LLP, who handled the closing of this transaction for MBK and its principals, including Doshi, have wrongfully refused to provide Doshi with any closing documents or other documents relating to the transaction.

358. Again, despite Doshi's repeated demands, Besen has refused to pay any of these unlawfully diverted funds to Doshi or to provide any justification for his unlawful diversion, or to account for the use and payment of these funds. Although Besen has stated that he is willing to cause MBK to pay Doshi another \$200,000 from the proceeds of the 407 Eighth Avenue sale transaction, to date, Doshi has not received any further payment. Once again, Doshi will be forced to pay income taxes on these funds that he did not receive.

359. Besen's actions in causing Doshi's share of the proceeds from these two MBK sales transactions to be paid to himself or to others for Besen's benefit, constitutes an unlawful conversion, as well as a flagrant breach of the fiduciary duties Besen owes to Doshi as a managing member of both MBK and New York 2000.

360. By reason of the foregoing, Doshi has sustained damages of at least \$2.7 million, the precise amount of which will be proven at the trial of this action.

AS AND FOR AN EIGHTH COUNTERCLAIM

361. Doshi repeats and realleges the allegations set forth in paragraphs 300 through 360 above, as though fully set forth herein.

362. By diverting to himself the sales proceeds from the two MBK sales transactions that were owed to Doshi through his ownership interest in New York 2000, Besen not only breached his fiduciary duties as a managing member of New York 2000, but has caused serious, irreconcilable dissension and distrust between its two members.

363. Besen has caused even further dissension and distrust by refusing to account for the use of the unlawfully diverted MBK sales proceeds, as well as all of the other funds received by New York 2000 from its separate investments, and also by refusing to make the financial books and records of New York 2000 available for review by Doshi and his personal accountants.

364. Because of Besen's actions, it is now impossible for Doshi to continue to own or operate New York 2000 or any other business with Besen.

365. As Besen himself has repeatedly sworn in his Amended Complaint in this action that it is "impossible for Besen to continue to operate any business with Doshi", there is no dispute that the differences between them are irreconcilable and that they therefore cannot continue to operate New York 2000 successfully.

366. By reason of the foregoing, the Court should enter an order and judgment dissolving New York 2000, directing an accounting of the company, including an accounting of the funds diverted from the sales of the two MBK properties, and upon completion of such accounting, a distribution of its assets, as well as such other and further relief as the Court deems appropriate.

367. There are no provisions in the articles of organization or the operating agreement of New York 2000 which preclude such relief, nor has any previous application been made for the relief requested.

AS AND FOR A NINTH COUNTERCLAIM

368. Doshi repeats and realleges the allegations set forth in paragraphs 300 through 367 above, as though fully set forth herein.

369. Because of Besen's complete control over the accounts of New York 2000 and his obvious willingness to use its funds for his personal benefit, Doshi has every reason to expect that the improper use of New York 2000's funds will continue while this action pends.

370. By reason of the foregoing, Doshi is entitled to an order of this Court appointing a receiver of New York 2000 to manage its real property interests, as well as its finances and accounts pending the resolution of this action.

371. With respect to such relief, Doshi has no adequate remedy at law.

AS AND FOR A TENTH COUNTERCLAIM

372. Doshi repeats and realleges the allegations set forth in paragraphs 300 through 371 above, as though fully set forth herein.

373. Although Doshi and Besen each have a fifty percent ownership interest in each of the Besen Affiliates, and although they have both been officers and directors of each of the Besen Affiliates since their respective formations, Besen has at all times exercised control over

their business operations, including their finances, accounting and bank accounts.

374. Through his position, Besen has directed and controlled each these company's payments, investments and profit distributions, if any, and has done so without consulting or otherwise involving Doshi, and at times disregarding Doshi's objections to Besen's management decisions.

375. Despite Doshi's repeated requests for access to the financial and accounting records of the Besen Affiliates, Besen has refused to make such records available to Doshi and his personal accountants for review.

376. As stated above Besen's actions in regards to the management and operation of B&A, the Property Entities and the Besen Affiliates, have destroyed all trust between Doshi and Besen. As a result it is now impossible for Doshi to continue to own or operate any other business with Besen including each of the Besen Affiliates.

377. Further, Besen himself has repeatedly sworn in his Amended Complaint in this action that it is "impossible for Besen to continue to operate any business with Doshi".

378. Accordingly, there is no dispute that the differences between Doshi and Besen are irreconcilable and that they therefore cannot continue to operate together any of the Besen Affiliates successfully.

379. By reason of the foregoing, the Court should enter an order and judgment dissolving each of the following entities: New York City Management LLC, Besen Capital LLC, Besen Residential LLC, The Besen Group LLC, Besen Retail LLC, NYC Rentals LLC and NYCM 2018 LLC, directing an accounting of each entity, and upon completion of such accounting, a distribution of each entity's assets, as well as such other and further relief as the Court deems appropriate. There are no provisions in the articles of organization or the operating agreements of any of these entities which preclude such relief, nor has any previous application

been made for the relief requested.

AS AND FOR AN ELEVENTH COUNTERCLAIM

380. Doshi repeats and realleges the allegations set forth in paragraphs 300 through 379 above, as though fully set forth herein.

381. Because of Besen's complete control over the accounts of the Besen Affiliates and his obvious willingness to use their respective funds for his personal benefit, Doshi has every reason to expect that the improper use of the funds of these entities will continue while this action pends.

382. By reason of the foregoing, Doshi is entitled to an order of this Court appointing a receiver of each of the Besen Affiliates to manage their respective interests, as well as their finances and accounts pending the resolution of this action.

383. With respect to such relief, Doshi has no adequate remedy at law.

WHEREFORE, defendant and counterclaim plaintiff, Amit Doshi, demands judgment individually and derivatively on behalf of Besen & Associates, Inc., 223 West 20 LLC, East 116th LLC, 42 Mulberry LLC, 1320 Fulton Management Corp., 1320 Fulton LLC, 2721 Heath LLC, 34447 Equities Inc., New York 2000 LLC, New York City Management LLC, Besen Capital LLC, Besen Residential LLC, The Besen Group LLC, Besen Retail LLC, NYC Rentals LLC and NYCM 2018 LLC, as follows:

- A. Dismissing all causes of action set forth in the Amended Complaint except the Seventh, Eighth, Tenth, Thirteenth, Fourteenth, Seventeenth and Twentieth causes of action, as to which defendant consents to the requested relief and asks the Court for a judgment dissolving each of the entities referenced in those causes of action, appointing a receiver for and directing an accounting of each such entity, as well as an appropriate distribution of their respective assets;

B. With respect to his Counterclaims:

1. On the First Counterclaim, awarding Doshi and B&A damages, which are believed to be in excess of \$10 million, the exact amount of which will be proven at the trial of this action, together with interest thereon;
2. On the Second Counterclaim, directing Besen to produce all financial books, records and accounts of B&A for review by Doshi and his accountants and directing that a formal accounting of B&A be conducted;
3. On the Third Counterclaim, appointing a receiver to manage the finances and accounts of B&A and the Besen Affiliates pending the resolution of this action;
4. On the Fourth Counterclaim, awarding Doshi and the Property Entities money damages, the precise amount of which will be proven at the trial of this action;
5. On the Fifth Counterclaim, directing Besen to produce all financial books, records and accounts of the Property Entities for review by Doshi and his accountants, as well as directing that a formal accounting of each of the Property Entities be conducted;
6. On the Sixth Counterclaim, appointing a receiver for each of the Property Entities to manage their respective real properties, finances and accounts pending the resolution of this action;
7. On the Seventh Counterclaim, awarding Doshi monetary damages which are believed to be in excess of \$2.7 million, the exact amount of which will be proven at the trial of this action, together with interest thereon;
8. On the Eighth Counterclaim, dissolving New York 2000, directing that an accounting of New York 2000 be had, including an accounting of the funds diverted by Besen from the sales of the two MBK properties in 2016 and 2018,

and upon completion of such accounting, a distribution of its assets;

9. On the Ninth Counterclaim, appointing a receiver of New York 2000 to manage its real property interests, finances and accounts pending the resolution of this action;
 10. On the Tenth Counterclaim, dissolving New York City Management LLC, Besen Capital LLC, Besen Residential LLC, The Besen Group LLC, Besen Retail LLC, NYC Rentals LLC and NYCM 2018 LLC, directing that an accounting of each such entity be had, and upon completion of each such accounting, a distribution of their respective assets;
 11. On the Eleventh Counterclaim, appointing a receiver for each of New York City Management LLC, Besen Capital LLC, Besen Residential LLC, The Besen Group LLC, Besen Retail LLC, NYC Rentals LLC and NYCM 2018 LLC to manage the respective interests of each such entity, including their respective finances and accounts pending the resolution of this action
- C. Awarding Doshi his costs and disbursements incurred in this action, as well as such other and further relief as the Court may deem just and proper.

Dated: New York, New York
March 21, 2019

KATSKY KORINS LLP

By: s/ Mark Walfish
Mark Walfish
Thomas M. Lopez
Timothy J. Holland
605 Third Avenue
New York, New York 10158
(212) 953-6000


*Attorneys for Defendant and Counterclaim Plaintiff
Amit Doshi*

VERIFICATION

STATE OF NEW YORK)
 ss.:
COUNTY OF NEW YORK)

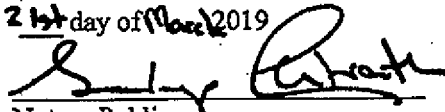
AMIT DOSHI, being duly sworn, deposes and says:

I am the defendant and counterclaim plaintiff in this action. I have read the foregoing answer and counterclaims and know the contents thereof, and the same are true to my own knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe the content to be true.



AMIT DOSHI

Sworn to before me this
2nd day of March 2019



Notary Public

SANDEEP CHATRATH, ESQ.
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02CH5044691
Qualified in Nassau County
Commission Expires June 5, 2019