

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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BEN ASHKENAZY, ASHKENAZY ACQUISITION CORPORATION, CROSS COUNTY MALL MANAGING MEMBER CORP., 1991 BROADWAY OWNER LLC, LULU GIGI REALTY LLC, 625 NMA AAC MEMBER LLC, DK CONNECTIONS LLC, HORACE PLAZA MANAGING MEMBER LLC, and ASHKENAZY CANADA GP CORP.,

Plaintiffs,

-against-

RAYMOND GINDI, EDDIE GINDI, ISAAC GINDI, ASG EQUITIES LLC, CCC PARTNERS, 1991 BROADWAY BLUE LLC, WEBRO 2067 LLC, IRAYMOND 2067 LLC, STAR OF DAVID 2067 LLC, RANDALL CO. 2067 LLC, 625 BLUE MEMBER LLC, BEVCON BLUE FEE LLC, GV HORACE PARTNERS, and 696 STE. CATHERINE BLUE PARTNERS,

Defendants.

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TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and serve a copy of your answer upon the undersigned attorneys within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the state of New York. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Index No.

Date Filed: November 13, 2020

SUMMONS

Plaintiffs designate New York County as the place for trial

Venue is proper for all Defendants pursuant to CPLR § 503

Dated: November 13, 2020
New York, New York

KASOWITZ BENSON TORRES LLP

s/ Marc E. Kasowitz

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TO: Raymond Gindi, Eddie Gindi, Isaac Gindi, ASG Equities LLC, CCC Partners,
1991 Broadway Blue LLC, Webro 2067 LLC, IRaymond 2067 LLC, Star of
David 2067 LLC, Randall Co. 2067 LLC, 625 Blue Member LLC, Bevcon Blue
Fee LLC, GV Horace Partners and 696 Ste. Catherine Blue Partners

c/o Century 21 Stores
22 Cortlandt Street
New York, NY 10007

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Index No.

Plaintiffs,

VERIFIED COMPLAINT

-against-

RAYMOND GINDI, EDDIE GINDI, ISAAC GINDI, ASG EQUITIES LLC, CCC PARTNERS, 1991 BROADWAY BLUE LLC, WEBRO 2067 LLC, IRAYMOND 2067 LLC, STAR OF DAVID 2067 LLC, RANDALL CO. 2067 LLC, 625 BLUE MEMBER LLC, BEVCON BLUE FEE LLC, GV HORACE PARTNERS, and 696 STE. CATHERINE BLUE PARTNERS,

Defendants.

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Plaintiffs Ben Ashkenazy, Ashkenazy Acquisition Corporation (“AAC”), Cross County Mall Managing Member Corp., 1991 Broadway Owner LLC, 625 NMA AAC Member LLC, Lulu Gigi Realty LLC, DK Connections LLC, Horace Plaza Managing Member LLC , and Ashkenazy Canada GP Corp., as and for their verified complaint against defendants Raymond Gindi, Eddie Gindi and Isaac Gindi (collectively, the “Gindi Family”) and ASG Equities LLC, CCC Partners, 1991 Broadway Blue LLC, Webro 2067 LLC, IRaymond 2067 LLC, Star of David 2067 LLC, Randall Co. 2067 LLC, 625 Blue Member LLC, Bevcon Blue Fee LLC, GV Horace Partners, and 696 Ste. Catherine Blue Partners (collectively, the “Gindi Entities”), allege as follows:

PRELIMINARY STATEMENT

1. The Gindi Family, passive investors in Plaintiff Ben Ashkenazy's extraordinarily successful premier retail and office investment companies, are shockingly and shamelessly seeking to leverage the adverse financial effects of the COVID-19 global pandemic — and their own breaches of the applicable investment agreements — to try to coerce benefits, including a buy-out at a premium, to which they have no entitlement.

2. Defendants are perpetrating their unlawful scheme in three principal ways. First, following their established pattern and practice of shirking their obligations to partners and creditors, including in their now bankrupt Century 21 business, Defendants have refused to meet their obligations to contribute the capital required to meet the immediate and pressing pandemic-caused needs of the properties in which Defendants have invested and from which they have enormously benefitted. Second, at the same time that they are scheming to starve the properties of cash during the pandemic, the Gindis have unleashed a campaign to try to interfere with and disrupt Plaintiffs' business operations. Third, to divert attention from their own failure to meet their capital call obligations, the Gindis have resorted to disseminating malicious and defamatory falsehoods about Mr. Ashkenazy and his businesses.

3. Defendants' egregious misconduct threatens the very viability and survival of the properties themselves, as well as the vital interests of the properties' other stakeholders, including lenders and tenants and the hundreds of employees who depend on the properties for their livelihoods. Through their scheme, Defendants seek to pressure Plaintiffs to meet their unfounded and unjustified demands.

4. The properties at issue in this action are located in premier cities, including New York, Los Angeles and Chicago. Mr. Ashkenazy's company, AAC, acts as managing (and typically majority) member of the companies, while the Gindi Family's Gindi Entities are

passive (and typically minority) investors. During the past fifteen years, AAC -- through its management of the operations of the properties -- has greatly benefited the Gindi Entities and the Gindi Family, the family that owns and operated the now-bankrupt Century 21 department store chain.

5. Now, however, the COVID-19 pandemic has had a devastating adverse impact on retail and office properties, whose tenants have faced especially significant economic challenges, causing tenants to have to request waivers and deferrals of rent payments or even close their businesses. This has materially reduced such properties' rental income which funds the payment of crucial expenses, debt service and other obligations.

6. To cover the significant cash flow shortfalls caused by the pandemic and to avert loan defaults, loan foreclosures, lapses of insurance coverage and tax liens, AAC has issued capital calls, pursuant to the applicable agreements, for the following seven properties: (i) Cross County Mall in Yonkers, New York; (ii) certain retail condominium units in the Bel Canto Condominium in New York, New York; (iii) 2067 Broadway in New York, New York; (iv) 625 North Michigan in Chicago, Illinois; (v) 100 North La Cienega Boulevard in Los Angeles, California; (vi) Horace Plaza in Corona, New York; and (vii) Ste. Catherine Portfolio in Montreal, Canada (collectively, the "Capital Call Properties").

7. Notwithstanding the widespread economic hardship resulting from the pandemic, the Gindi Entities have flatly refused to fund any of the capital calls. In one glaring example -- Cross County Mall -- the Gindi Entities refused to fund the capital call necessitated by the failure of their own Century 21 department store to pay more than \$1,800,000 in rent.

8. At the same time the Gindi Entities have been blatantly breaching their contractual obligations to provide critical cash to the Capital Call Properties, they also launched

a series of harassing and unfounded demands on Plaintiffs for voluminous amounts of documents and information, with the obvious intent of disrupting Plaintiffs' business operations and delaying fulfillment of their own contractual obligations. The Gindi Entities sought these reams of financial and other documents, even though Plaintiffs have provided Defendants with access to all the financial information to which they are entitled under the parties' agreements and even though the substance of the documents and information they purport to seek had long ago been provided to them.

9. As part of their unlawful scheme to force a buyout, the Gindi Entities' principals have also launched a public campaign of defamation and harassment of Mr. Ashkenazy and the other Plaintiffs. In one of their worst outright lies, they have accused Plaintiffs of "stealing" millions of dollars from them, even though the documents and information put the lie to their groundless claims that Plaintiffs owe them money, when in truth and fact not only have the Gindi Entities and the Gindi Family benefitted from their investments with Plaintiffs, but the reverse is true: *Defendants owe Plaintiffs* many millions of dollars, not the other way around.

10. The Gindi Family's gross misconduct in their dealings with Mr. Ashkenazy and AAC appears to reflect a pattern of misconduct that the Gindis have engaged in for years with respect to partners and creditors in their principal business, Century 21, a well-known retail business now in bankruptcy. While holding themselves out to the public as successful, wealthy business people, it appears that the Gindis have improperly diverted Century 21 assets for the purpose of investing for their personal benefit in unrelated properties, thereby attempting to place such assets and properties beyond the reach of Century 21's creditors, who include Mr. Ashkenazy and AAC. This pattern of apparent egregious misconduct will undoubtedly be investigated in the Century 21 bankruptcy proceedings and warrants punitive damages.

11. Accordingly, Plaintiffs bring this action to enforce their contractual and other rights against Defendants, to compel the Defendants to fund the capital calls, and to recover compensatory and punitive damages for the enormous harm caused by Defendants' malicious misconduct.

THE PARTIES

12. Plaintiff Ben Ashkenazy is an individual domiciled in the State of New York.

13. Plaintiff Ashkenazy Acquisition Corporation is a corporation organized under the laws of the State of New York with its principal place of business in New York, New York.

14. Plaintiff Cross County Mall Managing Member Corp. is a corporation organized under the laws of the State of New York with its principal place of business in New York, New York.

15. Plaintiff 1991 Broadway Owner LLC is a limited liability company organized under the laws of the State of New York with its principal place of business in New York, New York.

16. Plaintiff Lulu Gigi Realty LLC is a limited liability company organized under the laws of the State of New York with its principal place of business in New York, New York.

17. Plaintiff 625 NMA AAC Member LLC is a limited liability company organized under the laws of the State of Delaware with its principal place of business in New York, New York.

18. Plaintiff DK Connections LLC is a limited liability company organized under the laws of the State of Delaware with its principal place of business in New York, New York.

19. Plaintiff Horace Plaza Managing Member LLC is a limited liability company organized under the laws of the State of New York with its principal place of business in New York, New York.

20. Plaintiff Ashkenazy Canada GP Corp. is a corporation organized under the laws of the State of Delaware with its principal place of business in New York, New York.

21. Defendant Raymond Gindi is an individual domiciled in the State of New York.

22. Defendant Eddie Gindi is an individual domiciled in the State of New York.

23. Defendant Isaac Gindi is an individual domiciled in the State of New York.

24. Defendant ASG Equities LLC is a limited liability company organized under the laws of the State of New York with its principal place of business in New York, New York.

25. Defendant CCC Partners is a general partnership organized under the laws of the State of New York with its principal place of business in New York, New York.

26. Defendant 1991 Broadway Blue LLC is a limited liability company organized under the laws of the State of New York with its principal place of business in New York, New York.

27. Defendant Webro 2067 LLC is a limited liability company organized under the laws of the State of New York with its principal place of business in New York, New York.

28. Defendant IRaymond 2067 LLC is a limited liability company organized under the laws of the State of New York with its principal place of business in New York, New York.

29. Defendant Star of David 2067 LLC is a limited liability company organized under the laws of the State of New York with its principal place of business in New York, New York.

30. Defendant Randall Co. 2067 LLC is a limited liability company organized under the laws of the State of New York with its principal place of business in New York, New York.

31. Defendant 625 Blue Member LLC is a limited liability company organized under the laws of the State of Delaware with its principal place of business in New York, New York.

32. Defendant Bevcon Blue Fee LLC is a limited liability company organized under the laws of the State of Delaware with its principal place of business in New York, New York.

33. Defendant GV Horace Partners is a general partnership organized under the laws of the State of New York with its principal place of business in New York, New York.

34. Defendant 696 Ste. Catherine Blue Partners is a general partnership organized under the laws of the State of New York with its principal place of business in New York, New York.

JURISDICTION AND VENUE

35. This Court has jurisdiction pursuant to CPLR § 301 inasmuch as Defendants are domiciliaries of the State of New York, as well as pursuant to provisions in certain of the applicable agreements in which Defendants have submitted to the jurisdiction of this Court.

36. Venue is proper pursuant to CPLR § 503 inasmuch as all of the parties reside in New York County, as well as pursuant to provisions in certain of the applicable agreements in which Defendants have agreed to venue in this Court.

FACTUAL BACKGROUND

A. The Parties

37. AAC is a private real estate investment firm that focuses on premiere retail and office assets. AAC is owned and operated by Ben Ashkenazy, a well-known real estate investor.

38. Defendants are entities owned by and/or affiliates of ASG Equities LLC (“ASG”). ASG is the owner and operator of the Gindi Family’s real estate family office. The Gindi Family consists of Defendants Raymond Gindi, Eddie Gindi, and Isaac Gindi, who together own and operated the now bankrupt Century 21 department store chain.

39. Between 2005 and 2015, AAC and ASG, through their affiliates, entered into various agreements in connection with properties throughout the country. With respect to each

of those properties, AAC, through one of its affiliates, would act as managing (and typically majority) member and be responsible for managing the operations of each property, and ASG, through one of its affiliates, would act as a passive (and typically minority) investor. During the last fifteen years, AAC has greatly benefitted ASG and the Gindi Family.

B. The Capital Call Properties

40. Of the properties, the seven Capital Call Properties have experienced the most significant financial distress as a result of the COVID-19 pandemic. The Capital Call Properties respectively are governed by the following agreements: Cross County Agreement, 1991 Broadway Agreement, 2067 Broadway Agreement, 625 NMA Agreement, Bevcon Agreement, Horace Plaza Agreement, and Ste. Catherine Portfolio Agreement.

i. Cross County Agreement

41. On or about December 12, 2007, Plaintiff Cross County Mall Managing Member Corp., an affiliate of AAC, Defendant CCC Partners, an affiliate of ASG, and non-party The Ashkenazy Family N.Y. Trust-Dated 11/16/05 entered into a limited liability company operating agreement (“Cross County Agreement”) governing AAC Cross County Mall LLC (“Cross County Mall LLC”) for the purposes of acquiring, owning, operating, leasing, financing, developing, selling, exchanging, and otherwise dealing with real property commonly known as The Cross County Shopping Center located at 750 Central Park Avenue, Yonkers, New York (“Cross County Mall”).

42. Pursuant to the Cross County Agreement, Plaintiff Cross County Mall Managing Member Corp., the managing member of Cross County Mall LLC, with the exclusive right and responsibility to manage the business of the Cross County Mall, may, with the consent of Defendant CCC Partners and non-party The Ashkenazy Family N.Y. Trust-Dated 11/16/05,

demand that the members make additional capital contributions through capital calls in order to meet expenses and commitments (including debt service obligations) of Cross County Mall LLC and, to the extent any member fails to fund any capital calls, dilute that member's ownership interest.

ii. 1991 Broadway Agreement

43. In 2013, Plaintiff 1991 Broadway Owner LLC, an affiliate of AAC, and Defendant 1991 Broadway Blue LLC, an affiliate of ASG, entered into a tenancy-in-common agreement ("1991 Broadway Agreement") as co-owners of retail condominium units C1, C2, C3, and C4 in the condominium known as the Bel Canto Condominium located at 1991 Broadway, New York, New York ("1991 Condominium").

44. Pursuant to the 1991 Broadway Agreement, Plaintiff 1991 Broadway Owner LLC, the administrative owner of 1991 Condominium, has the sole discretion to demand that all owners make additional capital contributions to 1991 Condominium to meet operating expenses, necessary expenses (including debt service obligations), emergency expenses, or tenant improvements and allowances.

iii. 2067 Broadway Agreement

45. On April 11, 2014, Plaintiff Lulu Gigi Realty LLC, an affiliate of AAC, and Defendants Webro 2067 LLC, IRaymond 2067 LLC, Star of David 2067 LLC, and Randall Co. 2067 LLC, affiliates of ASG, entered into a tenancy-in-common agreement ("2067 Broadway Agreement") as co-owners of real property located at 2067 Broadway, New York, New York ("2067 Broadway").

46. Pursuant to the 2067 Broadway Agreement, Plaintiff Lulu Gigi Realty LLC, the administrative owner of 2067 Broadway, with the exclusive right and responsibility to manage the business of 2067 Broadway, has the sole discretion to demand that all owners make

additional capital contributions to 2067 Broadway to meet operating expenses, necessary expenses (including debt service obligations), emergency expenses, or tenant improvements and allowances.

iv. 625 NMA Agreement

47. On July 2, 2015, Plaintiff 625 NMA AAC Member LLC, an affiliate of AAC, and Defendant 625 Blue Member LLC, an affiliate of ASG, entered into an Amended and Restated Limited Liability Company Operating Agreement (“625 NMA Agreement”) for 625 NMA LLC.

48. 625 NMA LLC owns a retail condominium unit and office space located at 625 North Michigan Avenue, Chicago, Illinois (“625 North Michigan”).

49. Pursuant to the 625 NMA Agreement, Plaintiff 625 NMA AAC Member LLC, the managing member of 625 NMA LLC, has the sole discretion to demand that all members make additional capital contributions to pay for expenses and costs (including debt service obligations) for the operation of 625 North Michigan, and, to the extent any member fails to fund any capital calls, dilute that member’s ownership interest.

v. Bevcon Agreement

50. On July 8, 2014, DK Connections LLC, an affiliate of AAC, and Bevcon Blue Fee LLC, an affiliate of ASG, entered into a tenancy-in-common agreement (“Bevcon Agreement”) as co-owners of real property located at 100 North La Cienega Boulevard, Los Angeles, California (“Bevcon Property”).

51. Pursuant to the Bevcon Agreement, Plaintiff DK Connections LLC, the administrative owner of the Bevcon Property, may, with the consent of Defendant Bevcon Blue Fee LLC, demand that the owners make additional capital contributions to the Bevcon Property to meet operating expenses, necessary expenses (including debt service obligations), emergency expenses, or tenant improvements and allowances.

vi. Horace Plaza Agreement

52. On October 11, 2005, Plaintiff Horace Plaza Managing Member LLC, an affiliate of AAC, and Defendant GV Horace Partners, an affiliate of ASG, entered into a limited liability company operating agreement (“Horace Plaza Agreement”) governing Horace Plaza LLC (“Horace Plaza”) for the purposes of acquiring, owning, operating, leasing, financing, developing, selling, exchanging, and otherwise dealing with real property commonly known as 99-25 TO 99-41 Horace Harding Expressway a/k/a 99-40 60th Avenue, Corona, New York.

53. Pursuant to the Horace Plaza Agreement, Plaintiff Horace Plaza Managing Member LLC, the managing member of Horace Plaza with the exclusive right and responsibility to manage the business of the Horace Plaza, may, with the consent of Defendant GV Horace Partners, demand that the members make additional capital contributions through capital calls in order to meet expenses and commitments (including debt service obligations) of Horace Plaza LLC and, to the extent any member fails to fund any capital calls, dilute that member’s ownership interest.

vii. Ste. Catherine Portfolio Agreement

54. On December 11, 2007, Plaintiffs Ben Ashkenazy and Ashkenazy Canada GP Corp., affiliates of AAC, and Defendant 696 Ste. Catherine Blue Partners, an affiliate of ASG, entered into a limited partnership agreement (“Ste. Catherine Portfolio Agreement”) governing Ste. Catherine Street Portfolio Limited Partnership (“Ste. Catherine Portfolio LP”) for the purposes of acquiring, owning, operating, leasing, financing, developing, selling, exchanging, and otherwise dealing with real properties commonly known as 682-684 Ste. Catherine Street, 690 Ste. Catherine Street, 692-696 Ste. Catherine Street, and 704-710 Ste. Catherine Street, Montreal, Canada.

55. Pursuant to the Ste. Catherine Portfolio Agreement, Plaintiff Ashkenazy Canada GP Corp., the General Partner of Ste. Catherine Portfolio LP with the exclusive right and responsibility to manage the business of the Ste. Catherine Portfolio LP, may, with the consent of Defendant 696 Ste. Catherine Blue Partners, demand that the members make additional capital contributions through capital calls in order to meet expenses and commitments (including debt service obligations) of Ste. Catherine Portfolio LP and, to the extent any member fails to fund any capital calls, dilute that member's ownership interest.

C. Defendants' Improper Scheme To Force A Buyout Of Its Interests In The Capital Call Properties

1. Defendants' Scheme

56. As part and parcel of their scheme to force a buyout to which they have no right, the Gindi Family and their affiliates, including Defendants, embarked on a campaign to pressure, harass and defame Plaintiffs into buying out Defendants' interests in the properties at a substantial premium. Defendants' improper scheme had three elements: (i) take advantage of the Capital Call Properties' financial distress by improperly depriving the Capital Call Properties of much needed cash flow; (ii) make unfounded and false accusations of mismanagement and outright theft against Plaintiffs (and in particular Ben Ashkenazy), and disseminate those malicious and defamatory lies within the community in which Mr. Ashkenazy and the other Plaintiffs do business; and (iii) propound copious and unfounded demands for documents and other information that the Gindi Entities already possessed or were not entitled to solely to harass Plaintiffs and divert their attention from their vital day-to-day management responsibilities.

2. Defendant's Refusal To Fund And/or Consent To Capital Calls

57. The COVID-19 pandemic has caused the Capital Call Properties significant financial distress. Tenants of the Capital Call Properties closed their businesses and/or requested

waivers and deferrals of rent payments. The tenant closures, the inability to pay rent, relief requests and other hardships related to the COVID-19 pandemic significantly have impaired and will impair the revenues of the Capital Call Properties, and the Capital Call Properties, consequently, face the risk of loan defaults, loan foreclosures, lapses of insurance coverages, tax liens and landlord defaults under leases.

58. As a result, AAC reasonably determined that each of the Capital Call Properties was in need of additional capital and therefore, through its affiliates, issued capital calls and sought consent from Defendants for capital calls that requires their consent (the “Capital Calls”) as follows:

- **Cross County Mall:** Pursuant to § 2.07 of the Cross County Agreement, on or about June 15, 2020, AAC, through its affiliate Plaintiff Cross County Mall Managing Member Corp., sent a written notice for a capital call to ASG, through its affiliate Defendant CCC Partners, demanding that ASG consent to and fund its share of the total capital call of \$1,300,000, or \$650,000.
- **1991 Condominium:** Pursuant to § 5.2 of the 1991 Broadway Agreement, on or about April 2, 2020, AAC, through its affiliate Plaintiff 1991 Broadway Owner LLC, sent written notice for a capital call to ASG, through its affiliate Defendant 1991 Broadway Blue LLC, demanding that ASG fund its share of the total capital call of \$1,600,000, or \$720,000.
- **2067 Broadway:** Pursuant to § 5.1 of the 2067 Broadway Agreement, on or about April 2, 2020, AAC, through its affiliate Plaintiff Lulu Gigi Realty LLC, sent written notice for a capital call to ASG, through its affiliates Defendants Webro 2067 LLC, IRaymond 2067 LLC, Star of David 2067 LLC, and Randall Co. 2067 LLC, demanding that ASG fund its share of the total capital call of \$800,000, or \$544,160.
- **625 North Michigan:** Pursuant to § 4.2(a) of the 625 NMA Agreement, on or about April 3, 2020, AAC, through its affiliate Plaintiff 625 NMA AAC Managing Member LLC, sent written notice for a capital call to ASG, through its affiliate Defendant 625 Blue Member LLC, demanding that ASG fund its share of the total capital call of \$500,000, or \$250,500.
- **Bevcon Property:** Pursuant to § 5.1 of the Bevcon Agreement, on or about April 2, 2020, AAC, through its affiliate Plaintiff DK

Connections LLC, sent written notice of request for consent to issue a capital call to ASG, through its affiliate Defendant Bevcon Blue Fee LLC, requesting that ASG consent to and fund its share of the total capital call of \$4,000,000, or \$2,000,000.

○ **Horace Plaza:** Pursuant to § 2.08 of the Horace Plaza Agreement, on or about April 2, 2020, AAC, through its affiliate Plaintiff Horace Plaza Managing Member LLC, sent written notice of request for consent to issue a capital call to ASG, through its affiliate Defendant GV Horace Partners, requesting that ASG consent to and fund its share of the total capital call of \$100,000, or \$50,000.

○ **Ste. Catherine Portfolio:** Pursuant to § 2.08 of the Ste. Catherine Portfolio Agreement, on or about April 2, 2020, AAC, through its affiliate Plaintiff Ashkenazy Canada GP Corp., sent written notice of request for consent to issue a capital call to ASG, through its affiliate Defendant 696 Ste. Catherine Blue Partners, requesting that ASG consent to and fund its share of the total capital call of \$600,000, or \$300,000.

59. Notwithstanding the undeniable fact that the COVID-19 pandemic has necessitated the Capital Calls to ensure the survival of the entities and the Capital Call Properties, Defendants unreasonably have refused either to fund the Capital Calls or to consent (where required) to the issuance of the Capital Calls. If the Capital Calls are not funded, Plaintiffs and the Capital Call Properties will be damaged.

60. Defendant CCC Partners' refusal and failure to consent to and fund the capital call at Cross County Mall is but one example of Defendants' egregious violation of their contractual and fiduciary duties to Plaintiffs. There, the Century 21 department store, an affiliate of CCC Partners, is a tenant of the Cross County Mall, and is contractually obligated to pay AAC Cross County Mall LLC monthly rent of approximately \$245,000. ASG improperly refused to pay rent since March 2020, leaving Cross County Mall with a massive shortfall of capital. Despite knowing full well that their own improper decision to withhold rent would cause and ultimately did cause the property to require a capital call to meet its debt service, the owners of Defendant CCC Partners caused CCC Partners to refuse to consent to (and fund) AAC's capital

call. Like the other Capital Calls, if the Cross County capital call is not funded, Plaintiff Cross County Mall Managing Member Corp. and the Cross County Mall will be seriously damaged.

3. Defendants' Egregious Campaign Of Defamation And Harassment

61. As part of Defendants' wrongful scheme to force a buyout, Defendants doubled down on their improper conduct by defaming and harassing Ben Ashkenazy and the other Plaintiffs.

62. Beginning as early as May 2020, Defendants made and disseminated completely false claims that Mr. Ashkenazy, AAC and the other Plaintiffs "stole" millions of dollars rightfully due the Gindi Entities in connection with their investment in the Capital Call Properties. Each of these claims was and is absolutely false: Plaintiffs have managed the Capital Call Properties in complete accordance with their contractual and fiduciary duties, and have not deprived Defendants of any monies due them. Indeed, in many instances, Plaintiffs have injected capital, foregone interest payments or otherwise supported the Capital Call Properties when the Gindi Entities failed to do so. In fact, the reverse is true: *Defendants owe Plaintiffs* many millions of dollars, not the other way around.

63. Nevertheless, on multiple occasions, members of the Gindi Family have disseminated lies about Mr. Ashkenazy and his businesses, including, without limitation, the following:

(a) Defendant Eddie Gindi accused Mr. Ashkenazy and Plaintiffs of "stealing" to Eddie Gindi's son-in-law, Zourie Dweck, as well as to Alex Adjmi, the president of A&H Acquisition Corporation and another well-known real estate investor;

(b) Defendant Isaac Gindi accused Mr. Ashkenazy and Plaintiffs of "stealing" to a business associate Eli Gindi (no relation to the Gindis herein) at a fundraiser, and also to

Isaac Gindi's son, Sonny Gindi, who then shared the false statements with community members;
and

(c) Defendant Raymond Gindi accused Mr. Ashkenazy and Plaintiffs of "stealing" to his business associate Eli Gindi (no relation to the Gindis herein), to Raymond Gindi's brother-in-law, Jojo Chehebar, and to Joseph Cayre, yet another well-known real estate investor.

64. Tellingly, in just the span of a short thirty days between July and August 2020, the Gindis' lies changed dramatically, as they doubled the amount that they claim is due them.

65. The Gindis, on behalf of themselves and the other Defendants, disseminated these false statements with the intent and knowledge that they would be further disseminated; worse, they disseminated these lies to members of the real estate community – where Mr. Ashkenazy often does business – in a malicious and intentional attempt to reduce Mr. Ashkenazy's standing (and the standing of his business interests, including Plaintiffs) among potential investors and counterparties, as well as colleagues and friends.

66. While disseminating these blatant lies to a number of individuals in Mr. Ashkenazy's community, Defendants concomitantly launched a series of harassing requests for documents and information from Plaintiffs, purportedly in search of support of their baseless accusations, including in letters sent to Plaintiffs by Defendants' counsel on or about June 12, 2020, June 18, 2020, June 22, 2020, July 7, 2020 and August 14, 2020. Defendants advanced these requests – which repeated Defendants' false and defamatory attacks against Plaintiffs – even though Defendants already possessed communications and other documentary evidence that disproved the defamatory attacks for which they claimed to be seeking support. Indeed, that Defendants' request for information was baseless is evident from the fact that Mr. Ashkenazy

and his counsel specifically and repeatedly offered Defendants unfettered access to all books and records in his or Plaintiffs' possession relating to the Capital Call Properties. Yet Defendants never conducted the inspection, confirming that their demands for document review were not at all genuine.

FIRST CAUSE OF ACTION

**Breach of Implied Covenant of Good Faith and Fair Dealing
(By Plaintiff Cross County Mall Managing Member Corp.
Against Defendant CCC Partners)**

67. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 66.

68. Plaintiff Cross County Mall Managing Member Corp. and Defendant CCC Partners entered into a valid and binding contract, Cross County Agreement, pursuant to which Defendant CCC Partners is obligated to make additional capital contributions upon the unanimous consent of the members.

69. The COVID-19 pandemic has led to tenant closures and requests for waivers and/or deferrals of rental obligations, decreasing the available capital to meet debt obligations and expenses, which threatens the ownership of the property by the members in addition to loan defaults, loan foreclosures, lapses of insurance coverages, tax liens and landlord defaults under leases among other things.

70. Plaintiff Cross County Mall Managing Member Corp. has complied with its obligations under the Cross County Agreement.

71. Plaintiff Cross County Mall Managing Member Corp. requested consent from Defendant CCC Partners to issue a capital call in order to prevent loss of ownership and meet debt obligations.

72. The Cross County Agreement contains an implied covenant of good faith and fair dealing, which includes Defendant CCC Partners' obligation to consent to and fund necessary capital calls.

73. Defendant CCC Partners breached its duty of good faith and fair dealing by refusing to consent to and fund the capital call and by failing to even provide a purported basis for its refusal.

74. Defendant CCC Partners breached the implied covenant of good faith and fair dealing, thereby depriving Plaintiff Cross County Mall Managing Member Corp. of the right to its benefits under their agreement, by withholding consent despite the COVID-19 pandemic causing shortfalls in necessary capital.

75. As a direct result of Defendant CCC Partners' breach of the implied covenant of good faith and fair dealing, Plaintiff Cross County Mall Managing Member Corp. has suffered damages.

76. By reason thereof, Plaintiff Cross County Mall Managing Member Corp. is entitled to damages in an amount no less than \$650,000, to be determined at trial, and specific performance of Defendant CCC Partners' obligation to consent to and fund the capital call.

SECOND CAUSE OF ACTION

Breach of Contract

(By Plaintiff 1991 Broadway Owner LLC Against Defendant 1991 Broadway Blue LLC)

77. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 76.

78. Plaintiff 1991 Broadway Owner LLC and Defendant 1991 Broadway Blue LLC entered into a valid and binding contract, 1991 Broadway Agreement, pursuant to which Plaintiff 1991 Broadway Owner LLC has the sole discretion to demand that all owners make additional capital contributions.

79. Plaintiff 1991 Broadway Owner LLC has complied with its obligations under the 1991 Broadway Agreement.

80. Plaintiff 1991 Broadway Owner LLC made a demand to Defendant 1991 Broadway Blue LLC to fund a capital call in order to prevent loss of ownership and meet debt obligations.

81. Defendant 1991 Broadway Blue LLC breached the 1991 Broadway Agreement by refusing to fund the capital call despite the COVID-19 pandemic causing shortfalls in necessary capital and despite its obligation under the 1991 Broadway Agreement to fund all capital calls made by Plaintiff 1991 Broadway Owner LLC.

82. As a direct result of Defendant 1991 Broadway Blue LLC's breach, Plaintiff 1991 Broadway Owners LLC has suffered damages.

83. Pursuant to the 1991 Broadway Agreement, Defendant 1991 Broadway Blue LLC is required to indemnify Plaintiff 1991 Broadway Owner LLC for, among other things, attorneys' fees incurred as a result of 1991 Broadway Blue LLC's violations of the Bevcon Agreement.

84. By reason thereof, Plaintiff 1991 Broadway Owner LLC is entitled to damages, including, without limitation, attorneys' fees, in an amount no less than \$720,000, to be determined at trial, and specific performance of Defendant 1991 Broadway Blue LLC's obligation to fund the capital call.

THIRD CAUSE OF ACTION

Breach of Contract

(By Plaintiff Lulu Gigi Realty LLC Against Defendants Webro 2067 LLC, IRaymond 2067 LLC, Star of David 2067 LLC, and Randall Co. 2067 LLC)

85. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 84.

86. Plaintiff Lulu Gigi Realty LLC and Defendants Webro 2067 LLC, IRaymond 2067 LLC, Star of David 2067 LLC, and Randall Co. 2067 LLC entered into a valid and binding contract, 2067 Broadway Agreement, pursuant to which Plaintiff Lulu Gigi Realty LLC has the sole discretion to demand that all owners make additional capital contributions.

87. Plaintiff Lulu Gigi Realty LLC has complied with its obligations under the 2067 Broadway Agreement.

88. Plaintiff Lulu Gigi Realty LLC made a demand to Defendants Webro 2067 LLC, IRaymond 2067 LLC, Star of David 2067 LLC, and Randall Co. 2067 LLC to fund a capital call in order to prevent loss of ownership and meet debt obligations.

89. Defendants Webro 2067 LLC, IRaymond 2067 LLC, Star of David 2067 LLC, and Randall Co. 2067 LLC breached the 2067 Broadway Agreement by refusing to fund the capital call despite the COVID-19 pandemic causing shortfalls in necessary capital and despite its obligation under the 2067 Broadway Agreement to fund all capital calls made by Plaintiff Lulu Gigi Realty LLC.

90. As a direct result of Defendants Webro 2067 LLC, IRaymond 2067 LLC, Star of David 2067 LLC, and Randall Co. 2067 LLC's breach, Plaintiff Lulu Gigi Realty LLC has suffered damages.

91. Pursuant to the 2067 Broadway Agreement, Defendants Webro 2067 LLC, IRaymond 2067 LLC, Star of David 2067 LLC, and Randall Co. 2067 LLC are required to indemnify Plaintiff Lulu Gigi Realty LLC for, among other things, attorneys' fees incurred as a result of Defendants' violations of the 2067 Broadway Agreement.

92. By reason thereof, Plaintiff Lulu Gigi Realty LLC is entitled to damages, including, without limitation, attorneys' fees, in an amount no less than \$544,160, to be

determined at trial, and specific performance of Defendants Webro 2067 LLC, IRaymond 2067 LLC, Star of David 2067 LLC, and Randall Co. 2067 LLC's obligation to fund the capital call.

FOURTH CAUSE OF ACTION

Breach of Contract

**(By Plaintiff 625 NMA AAC Managing Member LLC
Against Defendant 625 Blue Member LLC)**

93. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 92.

94. Plaintiff 625 NMA AAC Managing Member LLC and Defendant 625 Blue Member LLC entered into a valid and binding contract, 625 NMA Agreement, pursuant to which Plaintiff 625 NMA AAC Managing Member LLC has the sole discretion to demand that all members make additional capital contributions.

95. Plaintiff 625 NMA AAC Managing Member LLC has complied with its obligations under the 625 NMA Agreement.

96. Plaintiff 625 NMA AAC Managing Member LLC made a demand to Defendant 625 Blue Member LLC to fund a capital call in order to prevent loss of ownership and meet debt obligations.

97. Defendant 625 Blue Member LLC breached the 625 NMA Agreement by refusing to fund the capital call despite the COVID-19 pandemic causing shortfalls in necessary capital and despite its obligation under the 625 NMA Agreement to fund all capital calls made by Plaintiff 625 NMA AAC Managing Member LLC.

98. As a direct result of Defendant 625 Blue Member LLC's breach, Plaintiff 625 NMA AAC Managing Member LLC has suffered damages.

99. By reason thereof, Plaintiff 625 NMA AAC Managing Member LLC is entitled to damages in an amount no less than \$205,500, to be determined at trial, and specific performance of Defendant 625 Blue Member LLC's obligation to fund the capital call.

FIFTH CAUSE OF ACTION

**Breach of Implied Covenant of Good Faith and Fair Dealing
(By Plaintiff DK Connections LLC Against Defendant Bevcon Blue Fee LLC)**

100. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 99.

101. Plaintiff DK Connections LLC and Defendant Bevcon Blue Fee LLC entered into a valid and binding contract, Bevcon Agreement, pursuant to which Defendant Bevcon Blue Fee LLC is obligated to make additional capital contributions upon the unanimous consent of the owners.

102. The COVID-19 pandemic has led to tenant closures and requests for waivers and/or deferrals of rental obligations, decreasing the available capital to meet debt obligations and expenses, which threatens the ownership of the property by the owners in addition to loan defaults, loan foreclosures, lapses of insurance coverages, tax liens and landlord defaults under leases among other things.

103. Plaintiff DK Connections LLC has complied with its obligations under the Bevcon Agreement.

104. Plaintiff DK Connections LLC requested consent from Defendant Bevcon Blue Fee LLC to issue a capital call in order to prevent loss of ownership and meet debt obligations.

105. The Bevcon agreement contains an implied covenant of good faith and fair dealing, which includes Defendant Bevcon Blue Fee LLC's obligation to consent to and fund necessary capital calls.

106. Defendant Bevcon Blue Fee LLC breached its duty of good faith and fair dealing by refusing to consent to and fund the capital call and by failing to even provide a purported basis for its refusal.

107. Defendant Bevcon Blue Fee LLC's breach of the implied covenant of good faith and fair dealing deprived Plaintiff DK Connections LLC of the right to its benefits under their agreement by withholding consent despite the COVID-19 pandemic causing shortfalls in necessary capital.

108. As a direct result of Defendant Bevcon Blue Fee LLC's breach of the implied covenant of good faith and fair dealing, Plaintiff DK Connection LLC has suffered damages.

109. Pursuant to the Bevcon Agreement, Defendant Bevcon Blue Fee LLC is required to indemnify Plaintiff DK Connections LLC for, among other things, attorneys' fees incurred as a result of Bevcon Blue Fee LLC's violations of the Bevcon Agreement.

110. By reason thereof, Plaintiff DK Connection LLC is entitled to damages, including without limitation, attorneys' fees, in an amount no less than \$2,000,000, to be determined at trial, and specific performance of Defendant Bevcon Blue Fee LLC's obligation to consent to and fund the capital call.

SIXTH CAUSE OF ACTION
Breach of Implied Covenant of Good Faith and Fair Dealing
(By Plaintiff Horace Plaza Managing Member LLC
Against Defendant GV Horace Partners)

111. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 110.

112. Plaintiff Horace Plaza Managing Member LLC and Defendant GV Horace Partners entered into a valid and binding contract, Horace Plaza Agreement, pursuant to which Defendant GV Horace Partners is obligated to make additional capital contributions upon the unanimous consent of the members.

113. The COVID-19 pandemic has led to tenant closures and requests for waivers and/or deferrals of rental obligations, decreasing the available capital to meet debt obligations

and expenses, which threatens the ownership of the property by the members in addition to loan defaults, loan foreclosures, lapses of insurance coverages, tax liens and landlord defaults under leases among other things.

114. Plaintiff Horace Plaza Managing Member LLC has complied with its obligations under the Horace Plaza Agreement.

115. Plaintiff Horace Plaza Managing Member LLC requested consent from Defendant GV Horace Partners to issue a capital call in order to prevent loss of ownership and meet debt obligations.

116. The Horace Plaza Agreement contains an implied covenant of good faith and fair dealing, which includes Defendant GV Horace Partners' obligation to consent to and fund necessary capital calls.

117. Defendant GV Horace Partners breached its duty of good faith and fair dealing by refusing to consent to and fund the capital call and by failing to even provide a purported basis for its refusal.

118. Defendant GV Horace Partners' breach of the implied covenant of good faith and fair dealing deprived Plaintiff Horace Plaza Managing Member LLC of the right to its benefits under their agreement by withholding consent despite the COVID-19 pandemic causing shortfalls in necessary capital.

119. As a direct result of Defendant GV Horace Partners' breach of the implied covenant of good faith and fair dealing, Plaintiff Horace Plaza Managing Member LLC has suffered damages.

120. By reason thereof, Plaintiff Horace Plaza Managing Member LLC is entitled to damages in an amount no less than \$50,000, to be determined at trial, and specific performance of Defendant GV Horace Partners' obligation to consent to and fund the capital call.

SEVENTH CAUSE OF ACTION
Breach of Implied Covenant of Good Faith and Fair Dealing
(By Plaintiff Ashkenazy Canada GP Corp.
Against Defendant 696 Ste. Catherine Blue Partners)

121. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 120.

122. Plaintiff Ashkenazy Canada GP Corp. and Defendant 696 Ste. Catherine Blue Partners entered into a valid and binding contract, Ste. Catherine Portfolio Agreement, pursuant to which Defendant 696 Ste. Catherine Blue Partners is obligated to make additional capital contributions upon the unanimous consent of the members.

123. The COVID-19 pandemic has led to tenant closures and requests for waivers and/or deferrals of rental obligations, decreasing the available capital to meet debt obligations and expenses, which threatens the ownership of the property by the members in addition to loan defaults, loan foreclosures, lapses of insurance coverages, tax liens and landlord defaults under leases among other things.

124. Plaintiff Ashkenazy Canada GP Corp. has complied with its obligations under the Ste. Catherine Portfolio Agreement.

125. Plaintiff Ashkenazy Canada GP Corp. requested consent from Defendant 696 Ste. Catherine Blue Partners to issue a capital call in order to prevent loss of ownership and meet debt obligations.

126. The Ste. Catherine Portfolio Agreement contains an implied covenant of good faith and fair dealing, which includes Defendant 696 Ste. Catherine Blue Partners' obligation to consent to and fund necessary capital calls.

127. Defendant 696 Ste. Catherine Blue Partners breached its duty of good faith and fair dealing by refusing to consent to and fund the capital call and by failing to even provide a purported basis for its refusal.

128. Defendant 696 Ste. Catherine Blue Partners' breach of the implied covenant of good faith and fair dealing deprived Plaintiff Ashkenazy Canada GP Corp. of the right to its benefits under their agreement by withholding consent despite the COVID-19 pandemic causing shortfalls in necessary capital.

129. As a direct result of Defendant 696 Ste. Catherine Blue Partners' breach of the implied covenant of good faith and fair dealing, Plaintiff Ashkenazy Canada GP Corp. has suffered damages.

130. By reason thereof, Plaintiff Ashkenazy Canada GP Corp. is entitled to damages in an amount no less than \$300,000, to be determined at trial, and specific performance of Defendant 696 Ste. Catherine Blue Partners' obligation to consent to and fund the capital call.

EIGHTH CAUSE OF ACTION
Declaratory Judgment
(By Plaintiff Cross County Mall Managing Member Corp.
Against Defendant CCC Partners)

131. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 130.

132. Pursuant to the Cross County Agreement, Defendant CCC Partners is obligated to make additional capital contributions upon the unanimous consent of the members.

133. Plaintiff Cross County Mall Managing Member Corp. has made a request for consent to issue a capital call to meet expenses and commitments and make up for shortfalls in capital due to the COVID-19 pandemic.

134. Defendant CCC Partners has refused to consent to the capital call.

135. Defendant CCC Partners' refusal to consent to issue the capital call due to the COVID-19 pandemic will be to the detriment of Plaintiff Cross County Mall Managing Member Corp.

136. There is a justiciable controversy between Plaintiff Cross County Mall Managing Member Corp. and Defendant CCC Partners as to Defendant's refusal to consent to issue the capital call. The controversy is definite, concrete, and substantial, and admits of specific relief through a court decree.

137. Plaintiff Cross County Mall Managing Member Corp. is thus entitled to a declaratory judgment that Defendant CCC Partners should consent to and fund the capital call pursuant to the Cross County Agreement and a declaratory judgment that Plaintiff Cross County Mall Managing Member Corp. is entitled to all contractual remedies contained within the Cross County Agreement including, without limitation, dilution of Defendant CCC Partners' ownership interest.

NINTH CAUSE OF ACTION
Declaratory Judgment

(By Plaintiff 1991 Broadway Owner LLC Against Defendant 1991 Broadway Blue LLC)

138. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 137.

139. Pursuant to the 1991 Broadway Agreement, Plaintiff 1991 Broadway Owner LLC has the sole discretion to demand that all owners make additional capital contributions.

140. Plaintiff 1991 Broadway Owner LLC has made a capital call to meet expenses and commitments and make up for shortfalls in capital due to the COVID-19 pandemic.

141. Defendant 1991 Broadway Blue LLC has refused to fund the capital call in violation of the 1991 Broadway Agreement.

142. Defendant 1991 Broadway Blue LLC's refusal to fund the capital call due to the COVID-19 pandemic will be to the detriment of Plaintiff 1991 Broadway Owner LLC.

143. There is a justiciable controversy between Plaintiff 1991 Broadway Owner LLC and Defendant 1991 Broadway Blue LLC as to Defendant's refusal to fund the capital call pursuant to the 1991 Broadway Agreement. The controversy is definite, concrete, and substantial, and admits of specific relief through a court decree.

144. Plaintiff 1991 Broadway Owner LLC is thus entitled to a declaratory judgment that Defendant 1991 Broadway Blue LLC should fund the capital call pursuant to the 1991 Broadway Agreement.

TENTH CAUSE OF ACTION

Declaratory Judgment

(By Plaintiff Lulu Gigi Realty LLC Against Defendants Webro 2067 LLC, IRaymond 2067 LLC, Star of David 2067 LLC, and Randall Co. 2067 LLC)

145. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 144.

146. Pursuant to the 2067 Broadway Agreement, Plaintiff Lulu Gigi Realty LLC has the sole discretion to demand that all owners make additional capital contributions.

147. Plaintiff Lulu Gigi Realty LLC has made a capital call to meet expenses and commitments and make up for shortfalls in capital due to the COVID-19 pandemic.

148. Defendants Webro 2067 LLC, IRaymond 2067 LLC, Star of David 2067 LLC, and Randall Co. 2067 LLC have refused to fund the capital call in violation of the 2067 Broadway Agreement.

149. Defendants Webro 2067 LLC, IRaymond 2067 LLC, Star of David 2067 LLC, and Randall Co. 2067 LLC's refusal to fund the capital call due to the COVID-19 pandemic will be to the detriment of Plaintiff Lulu Gigi Realty LLC.

150. There is a justiciable controversy between Plaintiff Lulu Gigi Realty LLC and Defendants Webro 2067 LLC, IRaymond 2067 LLC, Star of David 2067 LLC, and Randall Co. 2067 LLC as to Defendants' refusal to fund the capital call pursuant to the 2067 Broadway Agreement. The controversy is definite, concrete, and substantial, and admits of specific relief through a court decree.

151. Plaintiff Lulu Gigi Realty LLC is thus entitled to a declaratory judgment that Defendants Webro 2067 LLC, IRaymond 2067 LLC, Star of David 2067 LLC, and Randall Co. 2067 LLC should fund the capital call pursuant to the 2067 Broadway Agreement.

ELEVENTH CAUSE OF ACTION

Declaratory Judgment

(By Plaintiff 625 NMA AAC Member LLC Against Defendant 625 Blue Member LLC)

152. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 151.

153. Pursuant to the 625 NMA Agreement, Plaintiff 625 NMA AAC Member LLC has the sole discretion to demand that all members make additional capital contributions.

154. Plaintiff 625 NMA AAC Member LLC has made a capital call to meet expenses and commitments and make up for shortfalls in capital due to the COVID-19 pandemic.

155. Defendant 625 Blue Member LLC has refused to fund the capital call in violation of the 625 NMA Agreement.

156. Defendant 625 Blue Member LLC's refusal to fund the capital call due to the COVID-19 pandemic will be to the detriment of Plaintiff 625 NMA AAC Member LLC.

157. There is a justiciable controversy between Plaintiff 625 NMA AAC Member LLC and Defendant 625 Blue Member LLC as to Defendant's refusal to fund the capital call pursuant to the 625 NMA Agreement. The controversy is definite, concrete, and substantial, and admits of specific relief through a court decree.

158. Plaintiff 625 NMA AAC Member LLC is thus entitled to a declaratory judgment that Defendant 625 Blue Member LLC should fund the capital call pursuant to the 625 NMA Broadway Agreement and a declaratory judgment that Plaintiff 625 NMA AAC Member LLC is entitled to all contractual remedies contained in the 625 NMA Agreement including, without limitation, dilution of Defendant 625 Blue Member LLC's ownership interest.

TWELFTH CAUSE OF ACTION

Declaratory Judgment

(By Plaintiff DK Connections LLC Against Defendant Bevcon Blue Fee LLC)

159. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 158.

160. Pursuant to the Bevcon Agreement, Defendant Bevcon Blue Fee LLC is obligated to make additional capital contributions upon the unanimous consent of the owners.

161. Plaintiff DK Connections LLC has made a request for consent to issue a capital call to meet expenses and commitments and make up for shortfalls in capital due to the COVID-19 pandemic.

162. Defendant Bevcon Blue Fee LLC has refused to consent to the capital call.

163. Defendant Bevcon Blue Fee LLC's refusal to consent to issue the capital call due to the COVID-19 pandemic will be to the detriment of Plaintiff DK Connections LLC.

164. There is a justiciable controversy between Plaintiff DK Connections LLC and Defendant Bevcon Blue Fee LLC as to Defendant's refusal to consent to issue the capital call. The controversy is definite, concrete, and substantial, and admits of specific relief through a court decree.

165. Plaintiff DK Connections LLC is thus entitled to a declaratory judgment that Defendant Bevcon Blue Fee LLC should consent to and fund the capital call pursuant to the Bevcon Agreement.

THIRTEENTH CAUSE OF ACTION
Declaratory Judgment
(By Plaintiff Horace Plaza Managing Member LLC
Against Defendant GV Horace Partners)

166. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 165.

167. Pursuant to the Horace Plaza Agreement, Defendant GV Horace Partners is obligated to make additional capital contributions upon the unanimous consent of the members.

168. Plaintiff Horace Plaza Managing Member LLC has made a request for consent to issue a capital call to meet expenses and commitments and make up for shortfalls in capital due to the COVID-19 pandemic.

169. Defendant GV Horace Partners has refused to consent to the capital call.

170. Defendant GV Horace Partners' refusal to consent to issue the capital call due to the COVID-19 pandemic will be to the detriment of Plaintiff Horace Plaza Managing Member LLC.

171. There is a justiciable controversy between Plaintiff Horace Plaza Managing Member LLC and Defendant GV Horace Partners as to Defendant's refusal to consent to issue the capital call. The controversy is definite, concrete, and substantial, and admits of specific relief through a court decree.

172. Plaintiff Horace Plaza Managing Member LLC is thus entitled to a declaratory judgment that Defendant GV Horace Partners should consent to and fund the capital call pursuant to the Horace Plaza Agreement and a declaratory judgment that Plaintiff Horace Plaza Managing Member LLC is entitled to all contractual remedies contained within the Horace Plaza Agreement including, without limitation, dilution of Defendant GV Horace Partners' ownership interest.

FOURTEENTH CAUSE OF ACTION
Declaratory Judgment
(By Plaintiff Ashkenazy Canada GP Corp.
Against Defendant 696 Ste. Catherine Blue Partners)

173. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 172.

174. Pursuant to the Ste. Catherine Portfolio Agreement, Defendant 696 Ste. Catherine Blue Partners is obligated to make additional capital contributions upon the unanimous consent of the members.

175. Plaintiff Ashkenazy Canada GP Corp. has made a request for consent to issue a capital call to meet expenses and commitments and make up for shortfalls in capital due to the COVID-19 pandemic.

176. Defendant 696 Ste. Catherine Blue Partners has refused to consent to the capital call.

177. Defendant 696 Ste. Catherine Blue Partners' refusal to consent to issue the capital call due to the COVID-19 pandemic will be to the detriment of Plaintiff Ashkenazy Canada GP Corp.

178. There is a justiciable controversy between Plaintiff Ashkenazy Canada GP Corp. and Defendant 696 Ste. Catherine Blue Partners as to Defendant's refusal to consent to issue the capital call. The controversy is definite, concrete, and substantial, and admits of specific relief through a court decree.

179. Plaintiff Ashkenazy Canada GP Corp. is thus entitled to a declaratory judgment that Defendant 696 Ste. Catherine Blue Partners should consent to and fund the capital call pursuant to the Ste. Catherine Portfolio Agreement and a declaratory judgment that Plaintiff Ashkenazy Canada GP Corp. is entitled to all contractual remedies contained within the Ste. Catherine Portfolio Agreement including, without limitation, dilution of 696 Ste. Catherine Blue Partners' ownership interest.

FIFTEENTH CAUSE OF ACTION
Defamation
(By Plaintiffs Against All Defendants)

180. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 179.

181. As detailed above, beginning at least in May 2020, acting on behalf of themselves and the Gindi Entities, Defendants Raymond Gindi, Eddie Gindi, and Isaac Gindi published or caused to be published multiple false statements of fact about Plaintiffs that are defamatory.

182. The false and defamatory statements about Plaintiffs included statements that Plaintiffs "stole millions of dollars" from Defendants.

183. Acting on behalf of themselves and the entity Defendants, Defendants Raymond Gindi, Eddie Gindi, and Isaac Gindi caused these false statements to be repeated to third parties

including, among others, Zourie Dweck, Alex Adjmi, Eli Gindi, Sonny Gindi, Jojo Chehebar, and Joseph Cayre, as well as third parties as yet unnamed, and continue to do so.

184. The defamatory statements expose Plaintiffs to public contempt, hatred, ridicule, aversion, disgrace, and/or deprivation of friendly intercourse in society.

185. Every defamatory statement identified herein is categorically false, and contained, or created the impression of, facts that are false and which malign Plaintiffs' honesty, ethics, trustworthiness, dependability and/or professional or business abilities.

186. Defendants' publication of these false and defamatory statements was neither privileged nor authorized in any way and were published or caused to be published maliciously, knowingly, and/or with extreme recklessness, and without justification.

187. Plaintiffs have suffered and will continue to suffer extensive economic and reputational damages by reason of Defendants' defamation. Defendants' defamatory statements have harmed and/or have a likelihood of harming Plaintiffs by causing, among other things, third parties to refuse to engage in any new business dealings with Plaintiffs, lost revenue and profits, increased expenses, legal fees, and costs expended to mitigate the impact of Defendants' dishonesty. As a direct and proximate result of the publication of these false and defamatory statements, Plaintiffs have suffered millions of dollars of monetary damages, in an amount to be determined at trial.

188. Because Defendants' conduct in publishing the defamatory statements cited herein was undertaken knowingly and in conscious disregard of their falsity, Plaintiffs are entitled to an award of punitive damages, in an amount to be determined at trial.

SIXTEENTH CAUSE OF ACTION
Defamation Per Se
(By Plaintiffs Against All Defendants)

189. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 188.

190. As detailed above, beginning at least in May 2020, acting on behalf of themselves and the Gindi Entities, Defendants Raymond Gindi, Eddie Gindi, and Isaac Gindi published or caused to be published multiple false statements of fact about Plaintiffs that are defamatory.

191. The false and defamatory statements about Plaintiffs included statements that Plaintiffs “stole millions of dollars” from Defendants.

192. Acting on behalf of themselves and the entity Defendants, Defendants Raymond Gindi, Eddie Gindi, and Isaac Gindi caused these false statements to be repeated to third parties including, among others, Zourie Dweck, Alex Adjmi, Eli Gindi, Sonny Gindi, Jojo Chehebar, and Joseph Cayre, as well as third parties as yet unnamed, and continue to do so.

193. The foregoing statements are per se defamatory because they accuse Plaintiffs of serious criminal wrongdoing and impugn their reputation in their professions, businesses, and/or trades.

194. The defamatory statements expose Plaintiffs to public contempt, hatred, ridicule, aversion, and disgrace.

195. Every defamatory statement identified herein is categorically false, and contained, or created the impression of, facts that are false and which malign Plaintiffs’ honesty, ethics, trustworthiness, dependability and/or professional or business abilities.

196. Defendants’ publication of these false and defamatory statements was neither privileged nor authorized in any way and were published or caused to be published maliciously, knowingly, and/or with extreme recklessness, and without justification.

197. Plaintiffs have suffered and will continue to suffer extensive economic and reputational damages by reason of Defendants' defamation. Defendants' defamatory statements have harmed and/or have a likelihood of harming Plaintiffs by causing, among other things, third parties to refuse to engage in any new business dealings with Plaintiffs, lost revenue and profits, increased expenses, legal fees, and costs expended to mitigate the impact of Defendants' dishonesty. As a direct and proximate result of the publication of these false and defamatory statements, Plaintiffs have suffered millions of dollars of monetary damages, in an amount to be determined at trial.

198. Because Defendants' conduct in publishing the defamatory statements cited herein was undertaken knowingly and in conscious disregard of their falsity, Plaintiffs are entitled to an award of punitive damages, in an amount to be determined at trial.

WHEREFORE, Plaintiffs demand judgment:

- (a) Awarding Plaintiffs compensatory damages on their first through seventh and fifteenth and sixteenth causes of action, in amounts to be determined at trial;
- (b) Declaring that, as and for Plaintiffs' ninth, tenth and eleventh causes of action, Defendants must fund the respective capital calls for the Capital Call Properties;
- (c) Declaring that, as and for Plaintiffs' eighth and twelfth through fourteenth causes of action, Defendants must consent to and fund the respective capital calls for the Capital Call Properties;
- (d) Declaring that, as and for Plaintiffs' eighth, eleventh, thirteenth, and fourteenth causes of action, Plaintiffs are entitled to all contractual remedies contained within the respective agreements including, without limitation, dilution of Defendants' ownership interests;

- (e) Awarding Plaintiffs attorneys' fees on their second, third, and fifth causes of action;
- (f) Awarding Plaintiffs punitive damages on their fifteenth and sixteenth causes of action, in amounts to be determined at trial;
- (g) Awarding Plaintiffs pre- and post-judgment interest at the maximum rate allowed by law; and
- (g) Such further relief as the Court deems just and proper.

Dated: November 13, 2020
New York, New York

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