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June 18, 2026

Via NYSCEF

The Honorable Joel M. Cohen
New York County Courthouse
60 Centre Street - Courtroom 208
New York, New York 10007

RE: *Fortress Credit Corp. v. Charles S. Cohen*, Index No. 651498/2024

Dear Justice Cohen:

We write on behalf of Plaintiff/Judgment Creditor Fortress Credit Corp.

Today, Defendant/Judgment Debtor Charles Cohen paid Fortress the remaining balance under the Judgment, including the agreed-upon amount of attorneys' fees awarded thereunder. Fortress understands that this payment was made as a result of the closing of the Potential Transaction (as defined in the Receivership Order). While the Receiver was in contact with representatives of Mr. Cohen regarding the Potential Transaction, Fortress and the Receiver did not receive the final deal documents in advance of the closing despite repeated requests. In any event, since the Judgment now has been satisfied, Fortress has filed a Satisfaction of Judgment, together with a stipulation withdrawing its motion seeking the extension of certain restraining notices and requesting that the Receivership Order be vacated. Fortress thanks the Court for its assistance in finally getting the Judgment paid.

As the Court is aware, Fortress still has several other actions pending against Mr. Cohen, including the proceedings concerning the Carry Guaranty (*Fortress Credit Corp. v. Charles S. Cohen*, Index No. 651427/2025) and the alleged fraudulent transfers of Mr. Cohen's personal assets (*Fortress Credit Corp. v. Charles S. Cohen, et al.*, Index No. 652586/2025). Fortress intends to continue to pursue these claims. In the latter proceeding, Fortress will be filing a motion to amend the complaint for the purpose of clarifying, out of an abundance of caution, that Fortress remains a creditor of Mr. Cohen's based on its claim under the Carry Guaranty and therefore has standing to continue to litigate the fraudulent transfer action. Indeed, in light of the transaction that Mr. Cohen has just closed involving his commercial real estate interests, Fortress may need to enforce a future potential judgment in the Carry Guaranty action against Mr. Cohen's personal assets (in the event such judgment is not voluntarily paid).

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We are available if the Court has any questions for Fortress.

Respectfully submitted,

/s/ Josef M. Klazen

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cc: All counsel of record (via NYSCEF)