

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO**

CMB INFRASTRUCTURE)	CASE NO.: 5:16-CV-02717-SL
INVESTMENT GROUP X, L.P.,)	
)	JUDGE: SARAH LIOI
Plaintiff,)	
)	
vs.)	ANSWER OF DEFENDANT MAPLE
)	STREET INVESTORS, LLC
MAPLE STREET INVESTORS LLC,)	
et al.,)	
)	
Defendants.)	

For its answer to the Complaint of plaintiff CMB Infrastructure Investment Group X, L.P. (“CMB”), defendant Maple Street Investors, LLC (“Maple Street”) states as follows:

1. Maple Street admits that CMB seeks the relief referenced in this paragraph. Maple Street denies that CMB is entitled to such relief, states that all payments have been fully and timely made on the loan, and denies any remaining allegations of paragraph 1.
2. Maple Street admits the allegations of paragraph 2, except to deny that MSI is the sole owner of Maple Street Commerce LLC.
3. Maple Street admits the allegations of paragraph 3.
4. Maple Street admits the allegations of paragraph 4.
5. Maple Street denies the allegations of paragraph 5.
6. Maple Street denies the allegations of paragraph 6.

7. Maple Street denies the allegations of paragraph 7.
8. Maple Street denies the allegations of paragraph 8, except to admit that it signed an authorization letter drafted by CMB that speaks for itself.
9. Maple Street denies the allegations of paragraph 9, except to admit that the Hoover Project is not yet complete.
10. Maple Street denies the allegations of paragraph 10, except to admit that it received certain letters from CMB's counsel.
11. Maple Street denies the allegations of paragraph 11.
12. Maple Street admits that CMB seeks damages, specific performance and injunctive relief. Maple Street denies that CMB is entitled to such relief and denies any remaining allegations of paragraph 12.
13. Maple Street admits that CMB seeks damages. Maple Street denies that CMB is entitled to such relief and denies any remaining allegations of paragraph 13.
14. Maple Street is without sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 14 and therefore denies those allegations
15. Maple Street is without sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 15 and therefore denies those allegations.
16. Maple Street admits the allegations of paragraph 16 except to deny that Stuart Lichter is a member of Maple Street.
17. Maple Street denies the allegations of paragraph 17.

18. Maple Street admits the allegations of paragraph 18.

19. Maple Street admits the allegations of paragraph 19.

20. Maple Street admits the allegations of paragraph 20.

21. Maple Street admits the allegations of paragraph 21.

22. Maple Street admits the allegations of paragraph 22.

23. Maple Street admits the allegations of paragraph 23, except to deny that Maple Street and IRG are “affiliates” and to deny that Industrial Realty Group, LLC is the parent of MSI and IRG.

24. Maple Street is without sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 24 and therefore denies those allegations.

25. Maple Street denies the allegations of paragraph 25.

26. Maple Street admits the allegations of paragraph 26.

27. Maple Street admits the allegations of paragraph 27.

28. Maple Street is without sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 28 and therefore denies those allegations.

29. Maple Street admits the allegations of paragraph 29.

30. Maple Street admits the allegations of paragraph 30.

31. Maple Street admits the allegations of paragraph 31.

32. Maple Street is without sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 32 and therefore denies those allegations.

33. Maple Street is without sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 33 and therefore denies those allegations.

34. Maple Street is without sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 34 and therefore denies those allegations.

35. Maple Street denies that it drafted the letter attached to the Complaint as Exhibit B. Maple Street admits the remaining allegations of paragraph 35.

36. Maple Street admits Exhibit B contains the quoted language. Maple Street denies any remaining allegations of paragraph 36.

37. Maple Street admits Exhibit B contains the quoted language. Maple Street denies any remaining allegations of paragraph 37.

38. Maple Street is without sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 38 and therefore denies those allegations, except to admit that Exhibit A contains the quoted language.

39. Maple Street denies the allegations of paragraph 39.

40. Maple Street admits the quoted language appears in Exhibit A. Maple Street denies any remaining allegation of paragraph 40.

41. Maple Street admits the quoted language appears in Exhibit A. Maple Street denies any remaining allegation of paragraph 41.

42. Maple Street admits the quoted language appears in Exhibit A. Maple Street denies any remaining allegation of paragraph 42.

43. Maple Street admits the quoted language appears in Exhibit A. Maple Street denies any remaining allegation of paragraph 43.

44. Maple Street admits the quoted language appears in Exhibit A. Maple Street denies any remaining allegation of paragraph 44.

45. Maple Street admits the quoted language appears in Exhibit A. Maple Street denies any remaining allegation of paragraph 45.

46. Maple Street admits the quoted language appears in Exhibit A. Maple Street denies any remaining allegation of paragraph 46.

47. Maple Street denies the allegations of paragraph 47.

48. Maple Street admits the allegations of paragraph 48.

49. Maple Street admits the allegations of paragraph 49.

50. Maple Street admits the Hoover Project is not completed. Maple Street denies the remaining allegations of paragraph 50.

51. Maple Street admits the allegations of paragraph 51, except to deny that Mr. Lichter drafted the letter attached as Exhibit E.

52. Maple Street admits the quoted language appears in Exhibit E. Maple Street denies any remaining allegation of paragraph 52.

53. Maple Street admits the quoted language appears in Exhibit E. Maple Street denies any remaining allegation of paragraph 53.

54. Maple Street admits the allegations of paragraph 54.

55. Maple Street admits the allegations of paragraph 55.

56. Maple Street admits that the “loan documents” referenced in paragraph 56 contain reporting requirements that speak for themselves. Maple Street denies any remaining allegations of paragraph 56.

57. Maple Street is without sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 57 and therefore denies those allegations.

58. Maple Street denies the allegations of paragraph 58.

59. Maple Street denies the allegations of paragraph 59, except to admit that CMB did send written requests for information at certain times.

60. Maple Street is without sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 60 and therefore denies those allegations.

61. Maple Street denies the allegations, except to admit that a representative of CMB visited the property and was told that copies of documents would be provided.

62. Maple Street denies the allegations of paragraph 62.

63. Maple Street denies the allegations of paragraph 63, except to admit that the documents which comprise Exhibit F are Promissory Notes which evidence the underlying transactions described therein and which speak for themselves.

64. Maple Street denies the allegations of paragraph 64.

65. Maple Street denies the allegations of paragraph 65.

66. Maple Street denies the allegations of paragraph 66, except to admit that the quoted language appears in Exhibit A.

67. Maple Street denies the allegations of paragraph 67, except to admit that the quoted language appears in Exhibit A.

68. Maple Street denies the allegations in paragraph 68.

69. Maple Street denies the allegations in paragraph 69.

70. Maple Street is without sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 70 and therefore denies those allegations.

71. Maple Street incorporates by reference the admissions and denials of the preceding paragraphs.

72. Maple Street admits the allegations of paragraph 72.

73. Maple Street denies the allegations of paragraph 73.

74. Maple Street denies the allegations of paragraph 74.

75. Maple Street denies the allegations of paragraph 75, except to admit that the quoted language appears in Exhibit A.

76. Maple Street denies the allegations of paragraph 76.

77. Maple Street denies the allegations of paragraph 77, except to admit that the quoted language appears in Exhibit A.

78. Maple Street denies the allegations of paragraph 78, except to admit that the quoted language appears in Exhibit A.

79. Maple Street denies the allegations of paragraph 79.

80. Maple Street denies the allegations of paragraph 80, except to admit it received the letter attached as Exhibit G.

81. Maple Street denies the allegations of paragraph 81, except to admit it received the letter attached as Exhibit H.

82. Maple Street denies the allegations of paragraph 82.

83. Maple Street incorporates by reference the admissions and denials of the preceding paragraphs.

84. Maple Street denies the allegations of paragraph 84.

85. Maple Street denies the allegations of paragraph 85, except to admit that the quoted language appears in Exhibit A.

86. Maple Street admits the quoted language appears in Exhibit A. Maple Street denies any remaining allegation of paragraph 86.

87. Maple Street admits the quoted language appears in Exhibit A. Maple Street denies any remaining allegation of paragraph 87.

88. Maple Street admits the quoted language appears in Exhibit A. Maple Street denies any remaining allegation of paragraph 88.

89. Maple Street admits that Section 9.2 of Exhibit A provides for certain remedies for an Event of Default, but denies that any Event of Default has occurred and denies any remaining allegations of paragraph 89.

90. Maple Street admits that it received the letter attached as Exhibit G, which speaks for itself. Maple Street denies any remaining allegations of paragraph 90.

91. Maple Street admits that it received the letter attached as Exhibit G, which speaks for itself. Maple Street denies any remaining allegations of paragraph 91.

92. Maple Street denies the allegations of paragraph 92.

93. Maple Street denies the allegations of paragraph 93.

94. Maple Street denies the allegations of paragraph 94.

95. Maple Street denies the allegations of paragraph 95.

96. Maple Street denies the allegations of paragraph 96.

97. Maple Street denies the allegations of paragraph 97.

98. Maple Street incorporates by reference the admissions and denials of the preceding paragraphs.

99. Maple Street denies that Mr. Lichter is the holder of a 50% membership interest in Maple Street. Maple Street admits the remaining allegations of paragraph 99.

100. Maple Street admits the quoted language appears in Exhibit I. Maple Street denies the remaining allegations of paragraph 100.

101. Maple Street admits the quoted language appears in Exhibit I. Maple Street denies the remaining allegations of paragraph 101.

102. Maple Street denies the allegations of paragraph 102, except to admit that a letter is attached to the Complaint as Exhibit J.

103. Maple Street denies the allegations of paragraph 103.

104. Maple Street denies the allegations of paragraph 104.

105. Maple Street denies the allegations of paragraph 105.

106. Maple Street denies the allegations of paragraph 106.

107. Maple Street denies the allegations of paragraph 107.

ADDITIONAL DEFENSES

108. CMB's Complaint fails to state a claim upon which relief can be granted.

109. CMB's claims are barred, in whole or in part, by the doctrine of waiver.

110. CMB's claims are barred, in whole or in part, by CMB's fraud in the inducement of the Loan Agreement.

111. CMB's claims are barred, in whole or in part, by the doctrine of laches.

112. CMB's claims are barred, in whole or in part, by the doctrine of estoppel.

113. CMB's claims are barred, in whole or in part, by CMB's unclean hands.

114. CMB's claims are barred, in whole or in part, by CMB's failure to mitigate its alleged damages.

115. CMB's claims are barred, in whole or in part, by CMB's breach of the duty of good faith and fair dealing.

Wherefore, having fully answered CMB's Complaint, Maple Street requests that the Complaint be dismissed and that the Court award such other relief as it deems just and equitable.

Respectfully submitted,

/s/ Brett K. Bacon

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CERTIFICATE OF SERVICE

I hereby certify that on December 29, 2016, a copy of the foregoing Answer of Defendant Maple Street Partners was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. All other parties will be served by regular U.S. mail or electronic mail. Parties may access this filing through the Court's system.

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