

**RIDER TO CONTRACT OF SALE**

**SELLER:** 130 Bowery Acquisition, LLC, a New York limited liability company  
**TENANT:** MM 130 Bowery Rest. Corp., a New York corporation  
**PURCHASER:** SC 130 Bowery LLC, a Delaware limited liability company  
**PREMISES:** 130 Bowery Street, New York, New York 10013  
Block: 0470, Lot: 0061  
**DATED:** May 12, 2023

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1. **Rider.** This “Rider” is annexed to and forms a part of the pre-printed form contract of sale relating to the above-described transaction (the “Contract”; together with the Rider collectively referred to herein as the “Agreement”), and is intended to amend, supplement and modify the Contract. Any inconsistencies between the Contract and this Rider shall be resolved in favor of this Rider.

2. **Entire Agreement.** The Agreement contains the entire agreement of the parties with respect to the subject matter herein and shall supersede all prior negotiations, agreements, and understandings between the parties with respect thereto. Neither Seller nor any agent or representative of Seller nor any person purporting to represent Seller have made any representation, promise or statement upon which Purchaser has relied regarding the condition of any property, real or personal, covered by this sale, or any other matter or thing relating to the property contracted hereunder to be sold, except as expressly set forth in this Agreement.

3. **Purchase Price and Deposit.** In modification of Schedule C of the Contract, item (a) thereof is hereby deleted in its entirety and replaced as follows:

*(a) By electronic wire transfer to Escrowee, the following sum which shall be due within five (5) business days from the date hereof: \$1,300,000.00 (the “Downpayment”). Escrowee shall hold the Downpayment in escrow in accordance with the terms and conditions of the Escrow Agreement (as hereinafter defined). The Downpayment shall be credited prorata against the Realty Purchase Price (as hereinafter defined) and the Personalty Purchase Price (as hereinafter defined) at Closing.*

In supplementation of Schedule C of the Contract, the Purchase Price is hereby modified as follows:

*(b) Seller, Tenant and Purchaser hereby agree that the Purchase Price shall be allocated \$25,700,000.00 toward the Land and the Building (“Realty Purchase Price”) and \$300,000.00 toward the Personalty (“Personalty”)*

*Purchase Price,” together with the Realty Purchase Price collectively referred to as the “Purchase Price”) for taxation purposes. Seller, Tenant and Purchaser agree to reasonably coordinate and cooperate in the filing of IRS Form 8594 (purchase price allocation statement) and any other state or federal tax documentation or forms attendant to or as a consequence of the transactions contemplated hereunder. At Closing, Purchaser shall pay the Realty Purchase Price to Seller and the Personalty Purchase Price to Tenant.*

4. **Business Name and Personalty Excluded.** Neither Seller nor Tenant is selling the business name “Capitale” or any artwork at the Premises, except for such Personalty, equipment, furniture and personal property listed on Exhibit A to this Rider which shall be included in the conveyance contemplated herein in consideration for the Purchase Price.

5. **Cancellation of Scheduled Events and Return of Event Deposits.** On or before expiration of the five (5) Business Day period following the date hereof, Seller and Tenant (as hereinafter defined) shall provide Purchaser with true, correct and complete copies of all Event Contracts (as hereinafter defined) and list of Scheduled Events (as hereinafter defined); provided, however, that any delay beyond such five (5) Business Day period shall serve to automatically extend the Due Diligence Period day-for-day of each day beyond the last day of such period until Purchaser is in receipt of the Event Contracts and a list setting forth all of the Scheduled Events. Prior to the expiration of the Due Diligence Period (provided Purchaser shall not terminate this Agreement), the parties shall amend this Agreement to attach as an exhibit hereto the schedules of Event Contracts, which shall include the amount of the Event Deposits (as hereinafter defined), and Scheduled Events as Exhibit C. At Closing, Tenant shall provide Purchaser with evidence that the Event Contracts for all Scheduled Events slated to occur from and after January 20, 2024, if any, are terminated effective immediately and all such Event Deposits received by Tenant for any and all Scheduled Events at the Premises have been returned to the applicable contract vendees of such Scheduled Events. For the avoidance of doubt, Tenant may continue to execute Event Contracts and accept Event Deposits for Scheduled Events slated to occur prior to the Surrender Date (as hereinafter defined) so long as it provides Purchaser with true, correct and complete copies of any such Event Contracts and the amount of any such Event Deposits, which shall be deemed to amend Exhibit C without the need for any further action.

6. **Not Subject to Financing.** Notwithstanding any of the foregoing, Purchaser acknowledges that Purchaser’s obligations hereunder are not contingent on Purchaser’s ability to obtain financing. Notwithstanding the foregoing, Seller acknowledges that Purchaser may seek financing in connection with the acquisition of the Premises and Seller shall request that the mortgagee with respect to the Existing Mortgage assign to Purchaser’s lender such Existing Mortgage solely for the purpose of mortgage recording tax savings; and if such mortgagee does not respond affirmatively to a request, Seller shall make such further requests as Seller, in its reasonable discretion, deems appropriate. Seller shall promptly provide Purchaser with copies of all written communications between Seller and mortgagee regarding the assignment of the Existing Mortgage and shall keep Purchaser currently informed of the nature of any oral communications. Additionally, Seller shall promptly after the date hereof, if it has not already done so, provide Purchaser with the names and telephone numbers of one or more representatives of the mortgagee with whom Purchaser may directly communicate in order to effectuate the contemplated

assignment of the Existing Mortgage. In the event that the Existing Mortgage be assigned and after all expenses and fees are paid from any savings obtained therefrom, Purchaser shall be entitled to seventy five percent (75%) of the net savings in mortgage recording tax afforded by such assignment and Seller shall be entitled to twenty five percent (25%) of any net savings in mortgage recording tax, which Seller's portion shall be in the form of a credit against the Purchase Price at the Closing. This provision shall not create nor shall it be deemed to create a contingency or condition to Closing that the mortgage be assigned. The failure, inability or other reason for the nonoccurrence of the assignment of the Existing Mortgage, shall not in any way affect the obligations of the parties under this Agreement.

7. **Due Diligence Period.** Subject to Section 5 of this Rider, Purchaser shall have thirty (30) days commencing from the date hereof (hereinafter referred to as the "Due Diligence Period") to complete Purchaser's due diligence review of the Building and the Premises, time being of the essence with respect to the Due Diligence Period.

- a) Seller and Tenant (as hereinafter defined) shall cooperate with Purchaser in connection with its due diligence activities, provided that Purchaser does not prevent or unreasonably disrupt, impair, or interfere with Tenant's operation of its business at the Premises. Provided Seller and/or Tenant shall deliver to Purchaser all Event Contracts and list of Scheduled Events in accordance with Section 5 hereof, then Purchaser shall not inspect or enter the Premises during the Due Diligence Period without providing reasonable prior notice to Seller and Tenant (which may be by email or telephone) and, in any event, only at such times when Scheduled Events are not occurring. Purchaser and its representatives, agents, employees and contractors shall have full access to the Premises for the purpose of inspecting the Premises and conducting such tests and inspections as Purchaser deems necessary or advisable, including, without limitation, reviewing the Seller's Deliveries (as hereinafter defined), and conducting a Phase I and other inspections of the Premises. Seller shall provide, without limitation, any and all documentation reasonably requested, if and to the extent in Seller's possession or control, and fully disclose all relevant and material information with regard to the Building and the Premises, and Tenant shall provide, without limitation, any and all documentation reasonably requested, if and to the extent in Tenant's possession or control, and fully disclose all relevant and material information with regard to the Event Contracts and Scheduled Events, within five (5) days of date hereof, including, without limitation (collectively, the "Seller's Deliveries"): (i) inspection of all books, records and files at the Seller's and/or Tenant's office relating to the Event Contracts and Scheduled Events; (ii) permitting the Purchaser or Purchaser's representative(s) to make reasonable copies at the Seller's and/or Tenant's office of documentation concerning the Event Contracts and Scheduled Events; and/or (iii) permitting the Purchaser or Purchaser's representative(s) the right to pick up such information from the Seller's and/or Tenant's office or the Premises. During the Due Diligence Period, Purchaser may review all matters pertaining to the Building and the

Premises and may conduct investigations, surveys, non-invasive tests, reports, studies and the like.

- b) This Agreement shall automatically become null and void and of no further force or effect unless Purchaser, in its sole and absolute discretion, deems the Building, Premises, Event Contracts or Scheduled Events and every aspect thereof to be satisfactory by delivering to Seller, not later than 5:00 PM New York time on such expiration date of the Due Diligence Period, a written notice (which may be sent by email notification to Fred L. Seeman, Esq. at fred@seemanlaw.com) of Purchaser's desire and intention to proceed to the Closing subject to the terms and conditions of this Agreement; provided, however, that Purchaser may send a notice to terminate this Agreement for any reason or no reason at any time prior to the end of the Due Diligence Period. In the event Purchaser does not elect to proceed or elects to terminate the Agreement prior to the expiration of the Due Diligence Period as set forth in this Section 7(b), Escrowee shall return the Downpayment to Purchaser and thereafter neither party shall have any further liability or obligations, except for those obligations that are expressly stated to survive the cancellation hereof. During the Due Diligence Period, Seller shall not, directly or indirectly, offer sale or solicit offers to sell, or conduct negotiations with any other party for the sale or conveyance of the Premises or negotiate or accept any such offers, except to Purchaser.
- c) After the expiration of the Due Diligence Period, and provided Purchaser elects to proceed as set forth in this Section 7(b), Purchaser shall have the right to inspect the Premises from time to time prior to the Closing subject to the terms of Section 7(a).

8. **Violations.** Purchaser shall acquire the Premises subject to all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental authority having jurisdiction thereof against or affecting the Premises as of the date hereof and/or as of the Closing Date (the "Violations"), except to the extent the Premises may be conveyed free and clear of such Violations pursuant to section 363(f), 1123 and/or 1141(c)(3) of the Bankruptcy Code. Notwithstanding any of the foregoing, including Sections 13 and 14 of Schedule D, any outstanding Violations, liens, or judgments levied against the Seller or the Premises that include fines, penalties or interest or other monetary penalties as of the date of Closing will be paid by Seller at Closing and shall not be deemed an objection to Title; provided, however, that Seller shall not be required to cure the underlying cause giving rise to any Violations.

9. **Water Escrow.**

- a) If there is a water meter on the Premises, then Seller shall furnish a reading to a date not more than thirty (30) days prior to the Closing Date, and, except as set forth below, the unfixed meter charge and the unfixed sewer rent, if any, based thereon for the intervening time shall be apportioned on the basis of such last reading. In the event the final water reading is not available as of the Closing Date, the Closing shall nevertheless proceed, Seller and

Purchaser shall at Closing apportion the meter charge based upon the last bills rendered, and the Seller shall escrow monies with Purchaser's title company as reasonably determined by Purchaser's title company in order to enable the title company to omit any exceptions for unpaid water or sewer charges from Purchaser's title insurance policy. Following the Closing, Purchaser shall obtain a final reading and Seller and Purchaser shall apportion as of the Closing Date and promptly re-apportion the water charges based upon such final reading. The provisions of this subparagraph (a) shall survive the Closing.

- b) With respect to utility charges other than water, they shall not be subject to apportionment, but Seller and Purchaser shall cooperate with each other in arranging for Seller's utility accounts to be closed and Purchaser's utility accounts to be opened as of the Closing Date.

10. **Permitted Exceptions.** In addition, and supplementing the Permitted Exceptions set forth in Schedule B to the Contract, the Premises are sold subject to only the following, except to the extent the Premises may be conveyed free and clear of the following pursuant to section 363(f), 1123 and/or 1141(c)(3) of the Bankruptcy Code:

- a) Items Nos. 4, 5, 6, and 7(d) of Schedule B to the Contract are hereby deleted.
- b) All covenants, restrictions and rights of record and all easements and agreements in favor of public utility companies for the erection and/or maintenance of water, gas, steam, electric, telephone, sewer or other utility pipelines, poles, wires, conduits or other like facilities, and appurtenances thereto, over, across and under the Premises, of record as of the date hereof.
- c) All Violations noted or issued at the date hereof or at the date of the Closing, provided that, in accordance with Section 8 of this Rider, all liens, fines or penalties payable or assessed with respect to any Violations which are issued or noted through the Closing Date shall be paid by Seller at Closing.
- d) Minor variations (less than 12 inches) between tax lot lines and lines of record title, provided the title company affirmatively insures that the Building may remain undisturbed notwithstanding such variations.
- e) Standard conditions and exceptions to title contained in the pre-printed jacket or form of title policy or "marked-up" title commitment employed by the title company which are not removed by Seller's delivery of a title affidavit in the form required by the title company.
- f) Any recorded restrictive covenants, conditions, agreements, reservations, encroachments, easements, and rights of way of record provided that same do not prevent the current use of the present structures on the Premises or access thereto or egress therefrom or otherwise render title to the Premises unmarketable or uninsurable.

- g)** Designation of the Premises as a historical landmark or being within a landmark district.
- h)** Any other matter which the title company may raise as an exception to title, provided the title company will omit same as an exception to title, without additional expense to Purchaser.
- i)** Any state of facts shown on the survey dated August 25, 2017 by kaBA Surveying, as revised and brought up to date, provided same does not render title unmarketable or uninsurable and provided further there are no out-of-possession exceptions raised by such survey or any update thereto.

11. Supplementing and amending Section 13 of the Contract, a copy of the evidence of title report (as well as any continuation report thereof) and/or of any survey delivered to Seller's attorney shall constitute Purchaser's notice of title defects with respect to the matters set forth therein to which Purchaser is not taking title subject. Notwithstanding anything to the contrary contained herein, Seller shall remove, satisfy and/or discharge on or prior to the Closing Date all of the following: (i) Voluntary Liens (as hereinafter defined); (ii) exceptions that can be removed from the title commitment by Seller's delivery of a customary owner's title affidavit and (iii) all liens encumbering the Premises, including, but not limited to, judgments and federal, state and municipal tax liens (including the preparation or filing of appropriate satisfaction instruments in connection therewith) up to the amount of the Purchase Price. The term "Voluntary Liens," as used herein, shall mean liens and other encumbrances which Seller has knowingly and intentionally placed on the Premises, or with respect to which Seller has taken an affirmative action that directly results in the placement of same against the Premises, including, without limitation, any and all (x) mechanics' liens and/or materials relating to work performed or alleged to be performed at the Premises; (y) mortgages recorded by Seller; and (z) other exceptions raised in Purchaser's examination of title that can be removed by the payment of a liquidated sum. After the date hereof, Seller shall not further encumber the Premises or enter into any agreement which create exceptions to the marketable of title to the Premises.

12. In addition to any other representations made by Seller in this Agreement, Seller represents and covenants that as of the date of this Agreement and as of the Closing Date (unless otherwise noted):

- a)** There are no unpaid special or other assessments for public improvements or otherwise affecting the Premises, nor does Seller know of (a) any pending or threatened special assessments affecting the Premises or (b) any contemplated improvements affecting the Premises, that may result in special assessments affecting the Premises.
- b)** Except for the Bankruptcy Action (as hereinafter defined), there is no material litigation, action, arbitration, proceeding, investigation pending or, to Seller's actual knowledge, threatened in writing, affecting Seller or any entity comprising Seller or the Premises that might affect Seller's ability to consummate this contract in accordance with the terms and provisions hereof.

- c) There are no pending proceedings for the correction of the assessed valuation of the Premises and/or certiorari proceedings to review such assessed valuation for any prior tax years.
- d) To Seller's knowledge, (i) the Premises is not in violation of any Environmental Law (as defined below), (ii) during Seller's term of ownership, the Premises has not been used for industrial purposes or for the storage, treatment, disposal, generation or release of hazardous substances (as defined by CERCLA, as defined below), other than equipment, cleaning solutions, maintenance materials and other products customarily used or stored incidental to the operation and/or maintenance of the Premises, (iii) no underground storage tanks are currently located at the Premises, and (iv) no investigation, administrative order, consent order and agreement, litigation, or settlement with respect to hazardous substances is pending or threatened in writing with respect to the Premises. As used herein, the term "Environmental Law" means any law, statute, ordinance, rule, regulation, order or determination of any governmental authority or agency affecting the Premises and pertaining to health or the environment including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1982 ("CERCLA") and the Resource Conservation and Recovery Act of 1986.
- e) All agreements, instruments and documents herein provided to be executed or caused to be executed by Seller are duly authorized, executed and delivered by Seller and are binding upon and enforceable against Seller in accordance with their respective terms. Seller is a limited liability company, duly organized and validly existing and in good standing under the laws of the State of New York and is duly authorized and qualified to do all things required of it under this contract. Except as may be required pursuant to the Bankruptcy Action, Seller is not required to obtain any consent, authorization, approval or obligation from any third party or any affiliate or under any law, statute, rule, regulation, judgment, order, writ, injunction or decree in order to enter into and consummate the transactions contemplated by this Agreement.
- f) Seller has not received written notice of any pending or threatened condemnation or eminent domain proceedings that would affect the Premises.
- g) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder (the "Code").
- h) There are no service, maintenance, supply, leasing, brokerage, management or other contracts or agreements, whether oral or in writing, with respect to Seller or the Premises as of the date hereof or the Closing Date.

- i)** Except for the contracts of scheduled events (together with all amendments and modifications in writing thereto collectively referred to as “Event Contracts”) existing as of the date hereof which are set forth on Exhibit C hereto (the “Scheduled Events”), including a schedule of all deposits (“Event Deposits”) related thereto, neither Seller nor the Premises are bound by any Event Contracts or obligated for any Scheduled Events. The Event Contracts are true, accurate, and complete as of the date set forth therein or, if no date is set forth therein, as of the date hereof, and there are no Event Contracts or Scheduled Events for any portion of the Premises other than those set forth on Exhibit C. Except as Purchaser may agree in writing, there are no Event Contracts nor any Event Deposits held for Scheduled Events from and after January 20, 2024. On or before the expiration of the Due Diligence Period, and without limiting the foregoing, and subject to Section 5 hereof, (i) all of the Event Contracts for periods from and after January 20, 2024 shall be terminated in writing, (ii) all such Event Deposits under such Event Contracts shall be returned to their respective contract vendees, (iii) no notice of any default of Seller under the Event Contracts has been given or is pending and there are no pending claims for offsets against fees or charges, and (iv) no contract vendee of any Event Contract is entitled to receive money, or any contribution from Seller, either in money or in kind.
- j)** Neither Seller nor any entity that would be considered a single employer with Seller under Code Section 414(b) or Code Section 414(c) has incurred any liability with respect to any “employee benefit plan” within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), with respect to persons who are or were employed at the Premises or otherwise perform or performed services at the Premises that has subjected the assets of the Premises to a lien under ERISA or the Code.
- k)** All bills and claims for labor performed and materials furnished at the request of Seller, or its officers, agents or employees to or for the benefit of the Premises will be paid in full by Seller on or before the Closing Date.
- l)** The Premises is, and through the Closing shall be, insured pursuant to an “all risk” replacement cost insurance policy.
- m)** There are no employment agreements, collective bargaining agreements or union agreements binding or affecting the Premises or the Seller in connection with the Premises. There are no employees servicing Seller, any managing agent of Seller, any affiliate of Seller or the Premises which will become the obligation of Purchaser after Closing.
- n)** All of the items of Personalty (or replacements thereof) being conveyed by Seller to Purchaser hereunder are and on the Closing Date will be owned by

Seller free of liens and encumbrances other than the lien(s) of any existing mortgage(s), if any.

- o)** No insurance company has requested Seller to perform any work to the Premises.
- p)** Seller has not entered into any leases or granted any other rights of occupancy or option or other right to purchase or otherwise acquire any portion of the Premises, to any party except Purchaser.
- q)** The Lease dated September 1, 2017 (the “Lease”) between Seller, as landlord, and MM 130 Bowery Rest. Corp., a New York corporation, as tenant (“Tenant”) shall be terminated as of, subject to, and conditioned upon the occurrence of, the Closing Date. As of, and subject to, and conditioned upon the occurrence of the Closing Date, Tenant shall surrender any rights to the Premises as tenant and not maintain any claims of possession or other rights thereto, other than as licensee pursuant to the License Agreement. For the avoidance of doubt, if the Closing does not occur, this Agreement shall automatically become null and void and of no further force or effect, the Lease shall not be terminated and shall remain in full force and effect, and all of Tenant’s rights and remedies under the Lease and applicable law shall remain in full force and effect. Seller shall not seek to reject or terminate the Lease effective prior to the Closing Date pursuant to Bankruptcy Code section 365 or otherwise.
- r)** Seller is not and has not been: (A) under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist related activities, any crimes which in the United States would be predicate crimes to money laundering, or any violation of any Anti-Money Laundering Laws (as hereinafter defined); (B) assessed civil or criminal penalties under any Anti-Money Laundering Laws; or (C) the subject of having its funds seized or forfeited in any action under any Anti-Money Laundering Laws. For purposes of this Agreement, the term “Anti-Money Laundering Laws” shall mean laws, regulations and sanctions, state and federal, criminal and civil, that: (w) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (x) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (y) require identification and documentation of the parties with whom a financial institution conducts business; or (z) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions shall be deemed to include the USA PATRIOT Act of 2001, Pub. L. No. 107-56 (the “Patriot Act”), the Bank Secrecy Act, 31 U.S.C. Section 5311 et seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as

laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

13. In addition to any other representations made by Tenant in this Agreement, Tenant represents and covenants that as of the date of this Agreement and as of the Closing Date (unless otherwise noted):

- a) As of, and subject to, and conditioned upon the occurrence of the Closing Date, the Lease shall be terminated and Tenant shall surrender the Premises as tenant and maintain no claims of possession or other rights thereto, other than as licensee pursuant to the License Agreement.
- b) Except for the Event Contracts for the Scheduled Events, neither Tenant nor the Premises are bound by any Event Contracts or obligated to perform under any Scheduled Events from and after January 20, 2024. The Event Contracts are true, accurate, and complete as of the date set forth therein or, if no date is set forth therein, as of the date hereof, and there are no Event Contracts or Scheduled Events for any portion of the Premises other than those set forth on Exhibit C. Except as Purchaser may agree in writing, there are no Event Contracts nor any Event Deposits held for Scheduled Events from and after January 20, 2024. On or before the expiration of the Due Diligence Period, and without limiting the foregoing, and subject to Section 5 hereof, (i) all of the Event Contracts for periods from and after the January 20, 2024, if any, shall be terminated in writing, (ii) all such Event Deposits under such Event Contracts shall be returned to their respective contract vendees, (iii) no notice of any default of Tenant under the Event Contracts has been given or is pending and there are no pending claims for offsets against fees or charges, and (iv) no contract vendee of any Event Contract is entitled to receive money, or any contribution from Tenant, either in money or in kind.
- c) There are no employment agreements, collective bargaining agreements or union agreements binding or affecting the Premises or Tenant. There are no employees servicing Tenant, any managing agent of Tenant, any affiliate of Tenant or the Premises which will become the obligation of Purchaser after Closing.
- d) All of the items of Personalty (or replacements thereof) being conveyed by Tenant to Purchaser hereunder, if any, are and on the Closing Date will be owned by Tenant free of liens and encumbrances other than the lien(s) of any existing mortgage(s), if any.
- e) The execution and delivery of this Agreement and any closing documents, the consummation of the transactions contemplated hereby and the performance of Tenant's obligations hereunder has been (or will be at or prior to Closing) duly authorized by all necessary action on the part of

Tenant, and, this Agreement constitutes the legal, valid and binding obligation of Tenant, enforceable in accordance with its terms.

- f) Tenant has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Tenant's creditors, (iii) suffered the appointment of a receiver to take possession of any of Tenant's property or all, or substantially all, of Tenant's other assets, (iv) suffered the attachment or other judicial seizure of any of Tenant's property or all, or substantially all, of Tenant's other assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.
- g) Tenant is solvent and maintains assets that exceed its liabilities, and Tenant has sufficient cash flow to meet its financial obligations as they become due. There are no outstanding debts or obligations that would impact Tenant's solvency, and Tenant has no reason to believe that its solvency will be jeopardized by the terms of this Agreement.
- h) There are no service, maintenance, supply, leasing, brokerage, management or other contracts or agreements, whether oral or in writing, with respect to Tenant or the Premises as of the date hereof or the Closing Date, except for (i) that certain lease for an Ecolab leased dishwasher expiring on or about March 1, 2024, (ii) that certain lease for an Ecolab leased dishwasher expiring on or about March 2028, and (iii) that certain lease for a Xerox copy machine expiring on or about November 30, 2023 (the "Xerox Lease").

14. **Survival of Representations and Warranties.** Notwithstanding anything to the contrary set forth in the printed form of Contract, the representations and warranties of Seller and Tenant set forth in Sections 12 and 13 hereof and Section 4 of the printed form of Contract are made as of the date hereof and are remade as of the Closing Date, shall not be deemed to be merged into or waived by the instruments of Closing, and, except for Section 13(g), shall survive the Closing, as modified, for a period of nine (9) months (the "Survival Period").

15. **Limitations on Liability.**

- a) Purchaser shall have the right to make any claim or institute any action against (I) Seller or Tenant with respect to any breach by Seller of the representations or warranties in Sections 12(h), (i), (m), (n), (p) and (q), or breach by Tenant of Sections 13(a), (b), (c), (d), (e), (f), (g), and (h) and any related closing document from Seller or Tenant that survives the Closing, including, without limitation, the continuous validity, effectiveness and enforcement of the Lease Termination Agreement and the Event Contract Termination Agreement (collectively, the "Surviving Representations") only if (x) Purchaser first learns of the breach after Closing and gives written notice of such breach to Seller or Tenant before the end of the

Survival Period, (y) such breach has not been waived or deemed waived by Purchaser and (z) Purchaser files such action on or before the first (1st) day following the second yearly anniversary of the Closing Date and (II) Seller and/or Guarantors (as hereinafter defined) if any claim ever is made upon Purchaser for the repayment or return of any part of the purchased assets or value thereof, and Purchaser repays or returns all or part of said money or property (the “Claw-Back”) by reason of (x) any judgment, decree or order of any court or administrative body having jurisdiction over Purchaser or (y) any settlement or compromise of any such claim between Purchaser and such claimant.

- b) Purchaser may not assert any claim against Seller or Tenant in respect of any breach of the Surviving Representations unless the damage to Purchaser on account of such breach (individually or when combined with damages from other breaches) equals or exceeds Twenty Five Thousand and 00/100 Dollars (\$25,000.00), provided that any claim in excess of such amount shall include all damages from the first dollar of such claim, and not just damages in excess of such amount.
- c) Notwithstanding any other provision of this Agreement, any agreement contemplated by this Agreement, or any rights which Purchaser might otherwise have at law, equity, or by statute, whether based on contract or some other claim, the maximum liability of Seller and/or Tenant to Purchaser, and the maximum amount that may be awarded to Purchaser in the aggregate with respect to all claims against Seller and/or Tenant with respect to breaches of the Surviving Representations, shall be Five Million and 00/100 Dollars (\$5,000,000.00) (the “Breach Cap”). Each of David Marvisi and Michael Marvisi (collectively and individually, jointly and severally, “Guarantors”), is executing this Rider solely for the express purpose specified in this Section 15(c) and in Section 15(d). From and after the Closing Date, Guarantors, jointly and severally, guaranty to Purchaser the due and punctual payment and performance of Seller’s and/or Tenant’s obligations under this Section 15(c), solely during the Survival Period, and upon the expiration of the Survival Period, the guaranty given by Guarantors pursuant to this Section 15(c) shall automatically terminate (unless Purchaser shall have timely commenced a proceeding pursuant to Section 15(a), and in which case, shall automatically terminate upon the parties obtaining a final non-appealable judgment in connection therewith). Guarantors’ guaranty hereunder is an unconditional guaranty of payment and performance and not of collection, and Purchaser may proceed directly against all or any one of the Guarantors without first proceeding against Seller and/or Tenant. Guarantors hereby covenant and agree that, in the aggregate, they will maintain, solely during the Survival Period, a net worth adequate and sufficient to satisfy any potential liabilities up to the Breach Cap.

- d) Guarantors and Seller, jointly and severally, guaranty to Purchaser the repayment of any amounts paid by Purchaser in connection with any Claw-Back of Purchaser, together with the reasonable fees and expenses, including without limitation attorneys' fees, incurred by Purchaser in connection therewith, within ten (10) days after any such Claw-Back.
- e) The provisions of this Section 15 shall survive the Closing or the termination hereof.

16. Supplementing and amending Section 10 of the Contract, all documents to be delivered at Closing by Seller to Purchaser shall be in form and substance acceptable to Purchaser. Furthermore, at Closing, Seller and/or Tenant, as applicable, shall, at its sole cost and expense, deliver the following additional documents to Purchaser: (i) any and all other affidavits and instruments and documents which the title company shall reasonably require in order to insure title to the Premises to Purchaser in accordance with this Agreement; (ii) written evidence that the Lease is terminated in form and substance satisfactory to Purchaser (the "Lease Termination Agreement"). It is a condition to Purchaser's obligation to close the transactions contemplated hereby that Seller and/or Tenant shall have delivered to Purchaser evidence satisfactory to Purchaser that the Lease is terminated, the Tenant has surrendered possession of the Premises and the Premises is delivered to Purchaser vacant, free of any tenancies or occupancies; (iii) written evidence that, except as Purchaser may expressly agree in writing, the Event Contracts for Scheduled Events slated to occur on and after January 20, 2024 are terminated in form and substance satisfactory to Purchaser (the "Event Contract Termination Agreement"). It is a condition to Purchaser's obligation to close the transactions contemplated hereby that Seller and/or Tenant shall have delivered to Purchaser evidence satisfactory to Purchaser that such Event Contracts are terminated and all Event Deposits have been returned for Scheduled Events on and after January 20, 2024; (iv) the License Agreement (as hereinafter defined); (v) the Holdover Proceeding Documentation (as hereinafter defined); (vi) possession of the Premises free of all leases, tenants and occupants, except for the Licensee (as hereinafter defined) pursuant to the License Agreement; (vii) a certificate duly acknowledged by Seller and Tenant certifying that all representations and warranties set forth in this Agreement are true and correct in all material respects; (viii) the Escrow Agreement (as hereinafter defined); (ix) such certified copies of organizational documents, good standing certificates, incumbency certificates and authorizing resolutions as may be required by Purchaser's attorneys or the title company to determine that Seller is authorized to sell the Premises and to execute all documents in connection therewith; (x) all certificates of occupancy with respect to the Premises or its legal equivalent authorizing the Premises' current use and legalizing all improvements at the Premises; (xi) a certification as to the Seller's non-foreign status which complies with the provisions of Section 1445(b)(2) of the Code, as amended, duly executed by Seller; (xii) a bill of sale, conveying and transferring to Purchaser all right, title and interest of Seller and/or Tenant, if any, in and to all fixtures, machinery, equipment, articles of Personalty and improvements in the nature of personal property listed on Exhibit A hereto; and (xiii) all other documents and instruments required by this Agreement to be executed and/or delivered by Seller at Closing including, without limitation, termination of any management agreement affecting the Premises, and any other documents, instruments or agreements reasonably necessary to effectuate the transactions contemplated hereunder, in accordance with the express terms, covenants and conditions hereof. For the avoidance of doubt, notwithstanding anything contained in this

Agreement to the contrary, if the Closing does not occur, this Agreement shall automatically become null and void and of no further force or effect and the Lease shall not be terminated and shall remain in full force and effect.

17. **As-Is**. As of the expiration of the Due Diligence Period, the Purchaser has inspected the Premises, is familiar with the physical condition thereof and is purchasing the Premises and the fixtures and equipment thereon (including the Personalty listed on Exhibit A) in “as is” physical condition as of the date hereof, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the Closing. Purchaser represents that neither Seller nor any person purporting to act for Seller has made or now makes any representations as to the physical condition, development rights, income, expense, operation or any other matter or thing affecting or relating to the Premises except as herein specifically set forth. This Agreement, as written, contains all the terms of the agreement entered into between the parties as of the date hereof, and Purchaser acknowledges that Seller has made no representations, and held out no inducements to Purchaser, other than those herein specifically expressed. Without limiting the generality of the foregoing, except as expressly set forth herein, Purchaser has not relied upon any statements, representations or warranties of Seller, either express or implied, as to (i) the current or future real estate tax liability, assessment or valuation of the Premises; (ii) the potential qualification of the Premises for any benefits conferred by federal, state or municipal laws, whether for subsidies, special real estate tax treatment insurance, mortgages, or any other benefits, whether similar or dissimilar to those enumerated; (iii) the compliance of the Premises, in its current or any future state, with applicable zoning ordinances and the ability to obtain a change in the zoning or a variance in respect to the Premises’ noncompliance, if any, with said ordinances; (iv) the availability of any financing for the purchase, alteration, rehabilitation or operation of the Premises from any source; (v) the current or future use of the Premises, including, but not limited to, the Premises’ use for residential (including hotel, cooperative or condominium use), office or commercial purposes; (vi) the present and future condition and operating state of any and all machinery or equipment on the Premises and the present or future structural and physical condition of any building or its suitability for rehabilitation or renovation; (vii) the ownership of any personal property on the Premises; (viii) the presence or absence of any rules or regulations issued by any governmental or quasi-governmental authority, agency or board and/or any violations thereof; (ix) the layout, room count, leases, rents, income, expenses or operation of the Premises; (x) intentionally omitted; and (xi) compliance with the Certificate of Occupancy, if any.

18. Supplementing and amending Section 9 of the Contract, between the date hereof and the Closing Date, Seller agrees to: (i) give prompt written notice to Purchaser of any fire or other casualty affecting any portion of the Premises after the date of this Agreement; (ii) deliver to Purchaser, promptly after receipt by Seller, copies of all notices of violation issued by any governmental authority with respect to the Premises received by Seller after the date hereof; (iii) in the event Seller becomes aware that any representation or warranty of Seller set forth herein will not be true and correct in all material respects on the Closing Date as if made at and as of the Closing Date, give prompt written notice thereof to Purchaser, which notice shall include all appropriate information related thereto that is in Seller’s possession or control; (iv) provide notices of termination (effective as of the Closing Date) to service providers and pay any termination or other fee or charge necessary to terminate such contract without penalty or obligation to Purchaser as of the Closing Date; (v) that no portion of the Premises or any interest therein shall be alienated, encumbered, leased, conveyed or otherwise transferred; (vi) that it shall not offer the Premises for

sale or transfer to any other person or entity other than Purchaser (it being understood and agreed that Purchaser shall have the exclusive right while this Agreement is in effect, to purchase the Premises and after the date hereof, Seller shall not engage in any negotiations with or solicit offers from any other party relating to the sale of the Premises); (vii) it shall not commence or continue any negotiations, or enter into any contract, letter of intent or agreements whatsoever, concerning the sale or transfer of the Premises with any person or entity other than Purchaser, whether or not such contract, letter of intent or agreement is contingent on the termination of this Agreement; (viii) not to consent to any change in the zoning classification of the Premises; (ix) provide Purchaser with reasonable access to the Premises, upon reasonable advance notice and during reasonable business hours; and (x) not enter into any contracts, agreements, leases, licenses or other agreements affecting the Premises in any respect without first obtaining Purchaser's consent or approval.

19. **Vacant Building.** As a condition precedent to Purchaser's obligation to close hereunder, Seller shall deliver the Building and Premises free and clear of all tenants, licensees, and occupants, except for the Licensee in accordance with the License Agreement.

20. **Employees at Premises.** Seller represents and warrants that Seller has no employees at the Premises, and that the Premises is not affected by any union employment contracts. Seller agrees not to hire any new employee between the date hereof and the Closing, subject to the Purchaser's reasonable approval.

21. **Exculpation.** Notwithstanding anything to the contrary set forth in this Agreement, no affiliates of Purchaser and no direct or indirect officer, director, agent, manager, representative, partner, employee, member, shareholder of Purchaser (nor any direct or indirect officer, director, agent, manager, representative, partner, employee, member, or shareholder thereof) (collectively, the "Exculpated Parties") shall be liable for the performance or non-performance of Purchaser's obligations, or the representations of Purchaser, under this Agreement. Seller hereby agrees to look solely to Purchaser for the satisfaction of any liability or obligations arising under this Agreement and further agrees not to sue or otherwise seek to enforce any liability or obligation against any of the Exculpated Parties with respect to any matters arising out of or in connection with this Agreement.

22. **Conditions Precedent.** The obligation of Purchaser to consummate the transactions contemplated by this Agreement is subject to the following conditions precedent being complied with in full prior to the Closing, each of which conditions may be waived in whole or in part by Purchaser in its sole discretion:

- a) Notwithstanding anything in this Agreement to the contrary, Purchaser's obligation to consummate the Closing is contingent upon Purchaser and Seller and/or Tenant, as applicable, agreeing in writing before the end of the Due Diligence Period upon the terms and conditions of (i) a license agreement between Purchaser, as licensor, and Tenant, as licensee ("Licensee") (the "License Agreement") and (ii) (x) a Stipulation of Settlement, (y) Holdover Notice of Petition and (z) Holdover Petition (clauses (x), (y) and (z) hereof collectively referred to as the "Holdover Proceeding Documentation"). The License Agreement and Holdover

Proceeding Documentation will be prepared by Purchaser during the Due Diligence Period and shall include, among other things, the terms as set forth in this Section 22(a).

- i. The License Agreement shall provide, among other things, that (A) Licensee shall remain at the Premises to prepare for, facilitate and close out any outstanding obligations related to Scheduled Events pursuant to a license granted by Purchaser, as licensor, to Licensee for approximately four (4) months (the "Term") commencing on the Closing Date until December 31, 2023 (the "Surrender Date"), (B) Licensee shall pay Purchaser a license fee in the amount of \$200,000.00 per month on the first (1<sup>st</sup>) day of each month of the Term, prorated as necessary (the "License Fee"), (C) except for the payment of real estate taxes, Licensee shall be responsible for the payment of all other property-related expenses at the Premises, including by way of example only and without limitation, insurance, operating expenses, and maintenance costs, through the Surrender Date, (D) Seller shall deposit with Escrowee the sum of \$800,000.00 (the "License Fee Security Escrow") at Closing pursuant to a form of escrow agreement in form and substance mutually agreeable among Purchaser, Licensee and Escrowee, which License Fee Security Escrow shall be held as security for Licensee's timely surrender and vacatur of the Premises and shall be released (i) to Seller upon the expiration or earlier termination of the Term, provided that Licensee shall have timely surrendered and vacated the Premises in accordance with the terms of the License Agreement, (ii) to Licensor, in the entire amount of the License Fee Security Escrow, if Licensee fails to timely surrender and vacate the Premises or other material breach of Licensee of the License Agreement, or (iii) to Licensor, in the entire amount of the License Fee Security Escrow, if Licensee fails to timely make any monthly License Fee payment for Licensor for any reason, (E) Licensee may continue soliciting or accepting engagements for new events not already included in the Scheduled Events and enter into new Event Contracts, provided that Licensee shall deliver a copy of such Event Contracts to Purchaser and in no event shall any such Scheduled Events be scheduled for dates from and after the Surrender Date, (F) Licensee shall obtain and maintain, at its sole cost and expense, insurance policies for comprehensive commercial general liability, worker's compensation and other insurance policies as Purchaser shall require from time to time, and each such policy shall name Purchaser, its manager, and any lender, if applicable, as additional insureds thereto, (G) Licensee agrees to facilitate the Scheduled Events and to perform its duties under the License Agreement and under the Event Contracts in a diligent and professional manner in the discharge of its duties, with the same or greater quality service and consistency as with its past practices, and

Licensee shall act in good faith and with commercially reasonable diligence to carry out its activities and perform its services in a good and workmanlike, commercially reasonable and professional manner comparable to other first-class event organizers in New York City, (H) Licensor shall not take any action to prevent or unreasonably disrupt, impair, or interfere with Tenant from operating its business at the Premises and honoring the Event Contracts on or before January 20, 2024, (I) Licensor shall not host events or operate its business at the Premises during the Term, but may host events at the Premises commencing January 1, 2024, (J) Licensor shall not inspect or enter the Premises during the Term without providing reasonable prior notice to Seller and Licensee (which may be by email or telephone), (K) commencing on January 1, 2024, Tenant shall license to Purchaser all website domains, internet sites and rights, including the URL: capitaleny.com for a license fee in the amount of \$1.00 per year for a term of two (2) years, (L) notwithstanding anything to the contrary, Licensor shall grant Licensee an additional license to permit access to relevant portions of the Premises for the limited purpose of hosting three (3) events in January, 2024 for an aggregate fee to Licensor in the amount of \$75,000.00 (\$25,000.00 each), (M) to the extent reasonably necessary to host such three (3) events in January, 2024, Licensee may keep such personal property located at, and shall not be required to remove such personal property from, the Premises until January 31, 2024, (N) Licensee shall terminate the Xerox Lease at its sole cost and expense on or before the Surrender Date, and (O) other commercially reasonable terms.

- ii. The Holdover Proceeding Documentation shall provide, among other things, that at any time from and after the Closing Date, Purchaser is authorized to immediately commence a summary holdover proceeding against Licensee by filing and serving a Holdover Notice of Petition and Holdover Petition (the "Holdover Proceeding"). In connection with the commencement of the Holdover Proceeding, Licensee waives all predicate notices and specifically acknowledges and agrees that Licensee's counsel is authorized to accept service, and shall be served, with the Holdover Notice of Petition and Holdover Petition by email on Licensee's behalf and that such service shall vest the court with personal jurisdiction over (A) Purchaser and Licensee, (B) the subject matter of the Holdover Proceeding, and (C) the Premises. Purchaser's counsel is specifically and unconditionally authorized to file the Stipulation of Settlement with the court without any further notice to Licensee or Licensee's counsel and obtain the relief set forth pursuant to and in accordance with the terms of the Stipulation of Settlement. In the Holdover Proceeding, Licensee specifically agrees to be bound by the terms of the Stipulation of Settlement and,

further, Licensee shall not interpose an answer, affirmative defenses or counterclaims to the Holdover Proceeding. Except as provided in the immediately preceding sentence, Licensee unconditionally and irrevocably waives any and all defenses, jurisdictional and substantive affirmative defenses, counterclaims or any and all claims arising from: (x) the Premises and/or (y) Licensee's rights to occupy the Premises. Promptly following the date that Licensee vacates, quits and surrenders possession of the Premises to Purchaser in accordance with the applicable terms hereof and the License Agreement, Purchaser shall vacate both the Warrant of Eviction (as defined in the Stipulation of Settlement) and, to the extent permitted upon application of Purchaser as "Petitioner," any filings made by such Petitioner in connection therewith, from the record. The parties understand and agree that (I) Licensee shall be solely responsible for payment of all costs associated with any initial filing of the Holdover Proceeding and withdrawal of the Holdover Proceeding as provided in this Rider, and (II) the non-prevailing party under the Holdover Proceeding shall be solely responsible for payment of the prevailing party's reasonable attorneys' fees and all other costs and expenses incurred in connection therewith.

- iii.** Promptly following the date hereof, the parties will enter into good faith negotiations to reach an agreement on all terms and conditions to be contained in the License Agreement and the Holdover Proceeding Documentation prior to the expiration of the Due Diligence Period. Prior to the expiration of the Due Diligence Period (provided Purchaser shall not have terminated this Agreement), the parties shall amend this Agreement to attach as exhibits hereto final, negotiated and execution versions of each of the License Agreement and the Holdover Proceeding Documentation. For the avoidance of doubt, Tenant is under no obligation to execute the License Agreement or any Holdover Proceeding Documentation and shall not be bound by the terms and conditions of the foregoing unless and until they have been executed by all parties thereto.
- b)** All documents of Seller with respect to the transactions contemplated hereby shall be reasonably satisfactory to Purchaser's counsel and to the title company.
- c)** The representations and warranties made by the Seller in Section 12 hereof shall be true, complete, accurate and correct in all material respects with the same force and effect as though such representations and warranties had been made on and as of the Closing.
- d)** The Seller shall have performed all covenants and obligations and complied with all conditions required by this Agreement to be performed or complied with by it on or before the Closing.

- e) Fee simple title to the Premises, subject only to the Permitted Exceptions, shall be insurable at standard rates in the amount of the Purchase Price therefor.
- f) The Bankruptcy Court shall have entered the Approval Order, and such Approval shall be in full force effect and shall have become a Final Order.

23. **Expenses.** Seller shall pay all real property transfer taxes or other fee or tax imposed by any applicable governmental law, rule or regulation in connection with the transfer of the Premises pursuant to this Agreement and all title insurance fees (other than those incurred in connection with Purchaser's financing), including, without limitation, the title insurance premium necessary to obtain fee title insurance in the name of the Purchaser or its designee, in accordance with the terms hereof, together with all recording fees and other charges in connection with the removal of title defects. All survey costs, loan origination fees and other expenses incurred in connection with the financing and/or inspection of the Premises shall be borne and paid for exclusively by Purchaser. At the Closing, Seller and Purchaser shall execute and deliver all returns, forms and other documents which Seller or the title company may reasonably require in connection with such transfer taxes. Seller and Purchaser shall each be responsible for the payment of their respective attorneys' fees and disbursements. Seller and Purchaser shall split evenly all escrow fees in connection with closing of title through escrow.

24. **Escrow.** Supplementing and amending Section 2.05 of the Contract, the Escrowee shall be First American Title Insurance Company ("Escrowee"), located at 666 Third Avenue, 5<sup>th</sup> Floor, New York, New York 10017. Escrowee shall disburse the Downpayment in accordance with the terms and conditions of the escrow agreement that is annexed hereto as Exhibit B (the "Escrow Agreement").

25. **Assignment of Contract.** Purchaser shall not, directly or indirectly, assign this Agreement or any of its rights hereunder without the prior written consent of Seller. A transfer of any interest in Purchaser shall be deemed an assignment of the Agreement. Any attempted assignment in violation hereof shall be void and of no force or effect and shall constitute a default by Purchaser. Notwithstanding any of the foregoing, Purchaser may assign this Agreement without Seller's consent to an entity or entities owned or controlled by Purchaser (each individually, a "Principal"), or by trusts or entities owned or controlled by a Principal or Daniel Haimovic, provided that (a) the assignee assumes in writing all of the obligations of Purchaser to be performed hereunder in a form reasonably acceptable to Sellers, (b) Purchaser furnishes Seller with assignee's name and EIN number prior to Closing and (c) a copy of such fully executed assignment and assumption agreement is delivered to Seller at or before Closing.

26. **Inspection of Premises.** The Purchaser, its agents or assigns, shall have the right to inspect the Premises in accordance with the terms of this Agreement, provided it shall first give the Seller reasonable advance notification (which may be by telephone or email) of its intention to conduct any such inspection and that such inspection shall not unreasonably impede the normal day-to-day business operations of the Premises.

27. **Tax Deferred Exchange.** Notwithstanding anything to the contrary set forth in this Agreement, either party shall have the option, exercisable at their sole discretion at any time prior to the date of Closing, to structure this transaction as a like kind exchange ("Exchange") under Section 1031 of the Code. Seller agrees to an assignment of this Agreement by Purchaser for the

purpose of an IRS Section 1031 exchange. Such assignment to the Qualified Intermediary shall not affect either party's obligations or liability under this Agreement, and shall be permitted hereunder only if (i) the non-exchanging party incurs no additional cost, expense or liability in connection with the Exchange, and the exchanging party shall pay all costs and expenses related to the Qualified Intermediary and additional transfer taxes, fees and similar costs, if any, directly resulting from the Exchange, and the exchanging party shall indemnify and hold the non-exchanging party harmless with respect to such liability, (ii) the Exchange does not delay the Closing, and (iii) the assignment to the Qualified Intermediary does not affect any of the non-exchanging party's rights under this Agreement. In the event any party is unable to arrange for a qualifying Exchange, the transaction contemplated by this Agreement shall nevertheless be consummated. In the event the transaction is structured as an Exchange neither party has made representations or warranties concerning the validity of such Exchange for federal income tax purposes.

28. **Bankruptcy Matters.**

a) The following capitalized terms shall have the following meanings:

- i. "Approval Order" means an order of the Bankruptcy Court in the Bankruptcy Action authorizing the sale of the Premises to Purchaser on the terms set forth in this Agreement, free and clear of all liens and encumbrances, which shall be in form and substance acceptable to Purchaser in its sole discretion, and which may take the form of an order granting a motion seeking such relief or confirming a chapter 11 plan which provides for the sale of the Premises on the terms set forth in this Agreement. The Approval Order shall include, among other provisions, that (i) the Bankruptcy Court has made appropriate findings that Purchaser will have purchased the Premises for reasonably equivalent value; (ii) the purchase transaction was negotiated at arm's length; (iii) Purchaser has purchased the Premises in good faith and that Purchaser is entitled to the protections of section 363(m) of the Bankruptcy Code, to the extent applicable; (iv) the Premises shall be sold to Purchaser free and clear of any and all liens, claims, encumbrances and interests of any kind whatsoever; (v) Purchaser shall have no successor, transferee or vicarious liability of any kind as a result of the transaction; (vi) Seller has the right to terminate the Lease and has validly exercised such right effective as of, subject to, and conditioned upon the occurrence of, the Closing Date; (vii) Seller waives and releases any claims against Tenant effective as of the Closing Date, consistent with Section 35 hereof; and (viii) Tenant has vacated the Premises, subject only to Licensee's right, as licensee, pursuant to the License Agreement.
- ii. "Bankruptcy Action" means the chapter 11 case filed by Seller in the Bankruptcy Court on August 12, 2022 and captioned *In re 130 Bowery Acquisition LLC*, Case No. 22-11109.

- iii. “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of New York.
  - iv. “Bankruptcy Milestones” means the milestones set forth on Exhibit E, as may be extended upon written consent of Purchaser in Purchaser’s sole discretion following Seller’s written request.
  - v. “Final Order” means an order which has not been reversed, stayed, modified or amended and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been filed has been resolved by the highest court to which the order or judgment could be appealed, or from which certiorari could be sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.
- b) In the event that the entry of the Approval Order is appealed or a stay pending appeal is sought, Seller shall take all actions as may be commercially reasonable or appropriate to defend against or oppose such appeal or the stay pending appeal and seek the dismissal of any appeal (including a petition for certiorari, motion for rehearing, reargument, reconsideration or revocation).
- c) Seller shall provide Purchaser with drafts of any and all pleadings and proposed orders to be filed or submitted in connection with this Agreement and the transactions contemplated thereby sufficiently in advance of the proposed filing date so as to permit Purchaser sufficient time to review and comment on such drafts, and such pleadings and proposed orders shall be in form and substance reasonably acceptable to Purchaser.
- d) Purchaser shall be permitted to terminate this Agreement, without penalty, should: (i) any Bankruptcy Milestone not have been satisfied; (ii) Seller withdraw or seek to authority to withdraw the Approval Order; (iii) Seller publicly announce any chapter 11 plan or support any such plan that adversely impacts Purchaser’s rights under this Agreement without Purchaser’s written consent, or (iv) should the Bankruptcy Court or any court adjudicating an appeal of an order of the Bankruptcy Court (A) enter an order granting relief from the automatic stay to permit foreclosure of any mortgage on the Premises or of security interests in any material assets of the Seller, (B) without the express prior written consent of Purchaser, enter an order to revoke, reverse, stay, vacate, amend, supplement or otherwise modify in any manner the Approval Order once entered, (C) enter an order appointing a trustee or examiner, or (D) enter an order dismissing the Bankruptcy Action or converting the Bankruptcy Action to a case under chapter 7.

29. **Full Performance.** The acceptance of the Deed by Purchaser shall be deemed full performance and discharge of every agreement and obligation on the part of the seller to be performed under this agreement. No agreement, promise, representation, or warranty, whether expressed or implied on the part of the Seller in the Agreement shall survive the closing except as otherwise provided therein.

30. **No Survival.** Except as otherwise set forth herein, no representation or undertaking on the part of Seller shall survive the passage of title in the absence of express written agreement to the contrary.

31. **Purchaser's Remedies.** Supplementing and modifying Section 13.02 of the Contract, if on the Closing Date consummation of the sale of the Premises fails to occur by reason of Seller's default under this Agreement, a termination pursuant to Section 28(d) hereof, or if prior to Closing, any one or more of Seller's representations or warranties are breached in any material respect and Seller fails to satisfy the condition to Purchaser's obligation to close, then Purchaser shall be entitled to either (i) terminate this Agreement and promptly receive a return of the Downpayment and a reimbursement of Purchaser's actual out-of-pocket costs incurred in connection with the transactions contemplated in this Agreement, and thereafter the parties hereto shall have no further rights or obligations hereunder, except for rights and obligations which, by their terms, survive the termination hereof, or (ii) specifically enforce this Agreement (and Purchaser shall not be entitled to bring any other action, for damages or otherwise, by reason of a default by Seller prior to Closing), but specific performance may not be granted or awarded except if (A) the Approval Order has been entered and (B) an action therefor is commenced by Purchaser within ninety (90) days following the Closing Date, or (iii) any remedies available to Purchaser in law or in equity.

32. **No Recording.** Except in the event of an alleged default by Seller or as may be required to preserve any of Purchaser's remedies in accordance with Section 30 of this Rider, Purchaser shall not record this Agreement or any memorandum hereof. Except as set forth in the preceding sentence or as may be required in accordance with Section 30 of this Rider, in the event Purchaser shall record this Agreement, it shall be a default under this Agreement and Seller may terminate this Agreement and retain any payment made on account of the Purchase Price as liquidated damages.

33. **Delivery of Purchase Price.** Subject to Section 38(g) of this Rider, Seller will not be required to accept any endorsed checks at Closing. Any checks delivered by Purchaser to Seller at Closing shall be certified checks and/or official bank checks made payable to the order of the Seller, unless advice to the contrary is given to Purchaser at least 48 hours prior to Closing, in which case Purchaser shall furnish such checks made payable as requested by Seller. All checks shall be drawn on a bank that is a member of the New York Clearing House Association and shall be payable in immediately available funds, except that checks for apportionment in the total amount of \$500.00 or less may be made by company checks of Purchaser. Notwithstanding anything in this Agreement to the contrary, Seller and Purchaser agree that Purchaser shall have the right to pay any amounts due to Seller (or any amounts paid to any other party at Seller's direction) by wire transfer in accordance with wire instructions to be delivered by Seller.

34. **Continuing Obligations.** Until the Closing or earlier termination of this Agreement, Seller shall operate and maintain the Premises in a manner consistent with the manner in which Seller has operated and maintained the Premises prior to the date hereof. Seller shall maintain its present property insurance policies.

35. **Release.** Upon the Closing Date, except for the obligations arising under this Agreement, Seller, including its representatives, agents, heirs, successors, and assigns, hereby waives and releases, discharges, and acquits Tenant and its representatives (including Claudia Case), agents, heirs, successors, and assigns from any and all claims, demands, costs, contracts, liabilities, objections, actions, and causes of action of any nature, whether in law or in equity, whether known or unknown, whether suspected or unsuspected, which it ever had, now has, or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever, whether known or unknown, and whether heretofore asserted or unasserted, from the beginning of the world to the date hereof, including, without limitation, any claims for unpaid rent or under sections 542, 543, 544, 545, 547, 548, 549, 550 or 551 of the Bankruptcy Code.

36. **Attorneys' Fees.** If either of Purchaser, Seller or Tenant brings any suit or other proceeding with respect to the subject matter, or the enforcement, of this Agreement, the prevailing party (as determined by the court, agency, arbitrator or other authority before which such suit or proceeding is commenced), in addition to such other relief as may be awarded, shall be entitled to recover reasonable out-of-pocket attorneys' fees, expenses and costs of investigation actually incurred. The foregoing includes out-of-pocket attorneys' fees, expenses and costs of investigation (including those incurred in appellate proceedings), costs incurred in establishing the right to indemnification, or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code (11 United States Code Sections 101 et seq.), or any successor statutes. Except as set forth in this Section and as otherwise expressly set forth herein, Seller and Purchaser shall each pay their respective attorneys' fees in connection with the negotiation of this Agreement and otherwise with respect to the matters contemplated hereby.

37. **OFAC Certification.**

a) **Certification.** Purchaser certifies that:

- i. it is not acting, directly or indirectly, for or on behalf of any person, entity, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and
- ii. It is not engaged in this transaction directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or, nation.
- iii. **Indemnification.** Purchaser hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims,

damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

b) **Certification.** Seller certifies that:

- i. it is not acting, directly or indirectly, for or on behalf of any person, entity, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and
- ii. it is not engaged in this transaction directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or, nation.
- iii. **Indemnification.** Seller hereby agrees to defend, indemnify, and hold harmless Purchaser from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

38. **Miscellaneous Provisions.**

- a) **Construction of Contract.** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
- b) **Severability.** If any words or phrases in this contract shall have been stricken out or otherwise eliminated, whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated.
- c) **Gender; Plurality.** All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.
- d) **REBNY Customs.** Except as otherwise herein provided, the customs in respect to title closing recommended by the Real Estate Board of New York shall apply to the apportionments at the Closing of title cumulative.
- e) **Changes; Binding.** This Agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

The submission of this Agreement to the Purchaser shall not be deemed to constitute an offer to sell, or an option to purchase, and this Agreement shall not be binding on the parties hereto until such time as (i) they have affixed their signatures hereto, and (ii) their respective attorneys have received a fully executed copy hereof.

- f) **New York Law.** Any dispute that may arise hereunder shall be adjudicated in a Court of Competent jurisdiction in the County, City and State of New York.
- g) **Remote Closing.** Closing shall occur in escrow through a mutually agreeable escrow arrangement with Escrowee and payments shall be made by electronic wire transfer.
- h) Any mathematical errors or omissions in computing apportionments at Closing shall be promptly corrected, which obligation shall survive closing for a period of six months.
- i) **Communications.** Prior to the Closing Date, Purchaser shall not issue any press release, make any public statement, or communicate with Tenant's clients, prospective clients, or employees with respect to this Agreement or the transactions contemplated hereby without Tenant's prior written consent, provided, however, that from and after the Closing Date, none of Purchaser's actions with respect to the foregoing shall require the consent of Seller or Tenant.

39. **Definitions.** Capitalized terms not otherwise defined in the Contract or Rider shall have the following meanings:

- a) "Business Day" or "business day" shall mean any day other than a Saturday, Sunday or day on which the banks in New York are authorized or permitted to be closed. If a party is required to perform an act or give a notice on a date that is a Saturday, Sunday or national holiday, the date such performance or notice is due shall be deemed to be the next Business Day.
- b) Supplementing and amending Schedule D, Section 7 of the printed form of the Contract, "Closing" shall mean on or about sixty (60) days after the entry of the Approval Order.
- c) "Seller" shall mean **130 Bowery Acquisition LLC**.
- d) "Premises" shall mean 130 Bowery Street, New York, New York 10013.

40. **Counterparts; Signatures.** It is consented to and agreed that PDF signature copies or docu-sign copies of the signatures of the Parties of this Agreement and pages that same are located thereon shall be deemed to be originals. It is further agreed that this Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single Contract of Sale. This Agreement shall be deemed to have become effective when one or more such counterparts shall have been signed by each of the Parties below.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto duly executed this Rider as of the day and year first above written.

**SELLER:**

**130 BOWERY ACQUISITION LLC**, a New York limited liability company

By:   
Name: Michael Marvisi  
Title:

**TENANT:**

**MM 130 BOWERY REST. CORP.**,  
a New York corporation

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASER:**

**SC 130 BOWERY LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**JOINDER OF GUARANTORS:**

The undersigned, Guarantors, are executing this Rider solely for the purpose expressly set forth in Section 15(c) and Section 15(d), subject to the terms and conditions set forth therein:

**GUARANTORS:**

\_\_\_\_\_  
David Marvisi

  
\_\_\_\_\_  
Michael Marvisi

IN WITNESS WHEREOF, the parties hereto duly executed this Rider as of the day and year first above written.

**SELLER:**

**130 BOWERY ACQUISITION LLC**, a New York limited liability company

By: \_\_\_\_\_  
Name: Michael Marvisi  
Title:

**TENANT:**

**MM 130 BOWERY REST. CORP.**,  
a New York corporation

By: David Marvisi  
Name: David Marvisi  
Title: SHAREHOLDER

**PURCHASER:**

**SC 130 BOWERY LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**JOINDER OF GUARANTORS:**

The undersigned, Guarantors, are executing this Rider solely for the purpose expressly set forth in Section 15(c) and Section 15(d), subject to the terms and conditions set forth therein:

**GUARANTORS**

David Marvisi  
David Marvisi

\_\_\_\_\_  
Michael Marvisi

**IN WITNESS WHEREOF**, the parties hereto duly executed this Rider as of the day and year first above written.

**SELLER:**

**130 BOWERY ACQUISITION LLC**, a New York limited liability company

By: \_\_\_\_\_

Name: Michael Marvisi

Title:

**TENANT:**

**MM 130 BOWERY REST. CORP.**,  
a New York corporation

By: \_\_\_\_\_

Name:

Title:

**PURCHASER:**

**SC 130 BOWERY LLC**, a Delaware limited liability company

By: Daniel Haimovic \_\_\_\_\_

Name: Daniel Haimovic

Title: Member

**JOINDER OF GUARANTORS:**

The undersigned, Guarantors, are executing this Rider solely for the purpose expressly set forth in Section 15(c) and Section 15(d), subject to the terms and conditions set forth therein:

**GUARANTORS:**

\_\_\_\_\_  
David Marvisi

\_\_\_\_\_  
Michael Marvisi

**EXHIBIT A**

**Personal Property Included in the Sale**

Except for any artwork existing on the Premises as of the date hereof that shall belong to and remain with Seller, the following Personalty located at, on, or in the Premises as of the date hereof shall be included in the sale of the Premises:

1. All lighting, sound, and audio-visual equipment attached to the Premises.
2. All rigging equipment attached to ceiling and walls.
3. All kitchen fixtures, equipment and appliances.

## EXHIBIT B

### Escrow Agreement

**THIS ESCROW AGREEMENT** (this "Escrow Agreement"), made as of the \_\_\_ day of May, 2023 (the "Effective Date"), by and among **130 BOWERY ACQUISITION, LLC**, a New York limited liability company, having an address at 130 Bowery, New York, New York 10013 ("Seller"), **SC 130 BOWERY LLC**, a Delaware limited liability company, having an address at 80 Pine Street, Suite 3202, New York, New York 10005 ("Purchaser") and **FIRST AMERICAN TITLE INSURANCE COMPANY**, having an address at 666 Third Avenue, New York, New York 10017 ("Escrow Agent").

### WITNESSETH:

**WHEREAS**, Seller and Purchaser are the parties to a Contract of Sale dated as of the date hereof with respect to the sale and purchase of property located at 130 Bowery, New York, New York 10013 (the "Contract"; defined terms used herein but not otherwise defined shall have the same meanings ascribed thereto in the Contract); and

**WHEREAS**, Seller and Purchaser desire that Escrow Agent act as escrow agent with respect to the Downpayment in accordance with the terms and conditions set forth below; and

**WHEREAS**, Escrow Agent is willing to act in such capacity.

**NOW, THEREFORE**, Seller, Purchaser and Escrow Agent hereby agree as follows:

1. Escrow Agent is hereby appointed as Escrow Agent to hold and distribute the Downpayment in accordance with the terms hereof and Escrow Agent hereby acknowledges receipt of the Downpayment and agrees to act in such capacity.

2. The Downpayment shall be placed in a non-interest bearing account at First American Trust, 5 First American Way, Santa Ana, California 92707. Seller and Purchaser agree that Escrow Agent shall not (i) be liable for any loss or impairment of the Downpayment which results from the failure, insolvency or suspension of the financial institution in which the Downpayment is deposited other than for Escrow Agent's gross negligence or actual malfeasance or (ii) relocate the Downpayment to another banking institution for any reason without the prior express written consent from Seller and Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed.

3. Escrow Agent will deliver the Downpayment upon the following terms and conditions:

(a) To Seller upon the consummation of the Closing contemplated herein or as otherwise described in the Contract;

(b) To Purchaser, unless Escrow Agent and Seller receive written notice from Purchaser on or before 5:00 PM New York time on the last day of the Due Diligence Period that Purchaser has elected not to terminate the Contract pursuant to Section 7(b) of the Rider;

(c) To Seller, upon receipt of a written notice from Seller stating that Purchaser has defaulted pursuant to the terms of the Contract and that Seller is entitled under the Contract to the Downpayment and demanding payment of the same; provided, however, that any such demand by Seller shall be effective only after expiration of the Due Diligence Period; or

(d) To Purchaser, upon receipt of a written notice from Purchaser stating that Seller has defaulted pursuant to the terms of the Contract and that Purchaser is entitled under the Contract to the return of the Downpayment and demanding return of the same.

4. Upon receipt of a notice from Purchaser pursuant to Section 3(b) hereof, Escrow Agent shall promptly disburse the Downpayment to Purchaser, without prior notice to, and notwithstanding any objection by, Seller. Upon receipt of a written demand for the Downpayment pursuant to the provisions of Section 3(c) or Section 3(d) hereof, Escrow Agent shall promptly deliver a copy thereof to the other party, and the other party shall have the right to object to the delivery of the Downpayment by delivery to and receipt by Escrow Agent of written notice of objection within ten (10) days after the receipt of Escrow Agent's mailing of such copy to the other party, but not thereafter. Upon receipt of such notice of objection, Escrow Agent shall promptly deliver a copy thereof to the party who made the written demand.

5. If Escrow Agent shall have received a notice of objection as provided in Section 4 hereof, within the prescribed time period, or any disagreement or dispute shall arise between or among any of the parties hereto resulting in adverse claims and demands being made for the Downpayment whether or not litigation has been instituted, then Escrow Agent shall continue to hold the Downpayment subject to such adverse claims and Escrow Agent shall not be or become liable in any way or to any person for its refusal to comply with such claims or demand, and (a) in the event of any joint written direction from Seller and Purchaser, Escrow Agent shall then disburse the Downpayment in accordance with said direction, (b) in the event Escrow Agent shall receive a written notice advising that a litigation over entitlement to the Downpayment has been commenced, Escrow Agent may deposit the Downpayment with the clerk of the court in which said litigation is pending, or (c) Escrow Agent may (but shall not be required to) take such affirmative steps as it may, at its option, elect in order to substitute another impartial party reasonably acceptable to Seller and Purchaser to hold the Downpayment in accordance with this Escrow Agreement subject to such adverse claims, including the commencement of an action for interpleader in a court of competent jurisdiction, the cost thereof to be borne by whichever of Seller and Purchaser is the losing party, and thereupon Escrow Agent shall be released of and from all liability hereunder. Seller and Purchaser jointly and severally agree to reimburse Escrow Agent for any and all expenses incurred in the discharge of its duties under this Section 5, including, without limitation, attorneys' fees. Nothing herein, however, shall affect the liability of a defaulting party to another party for reimbursement of any amount paid to Escrow Agent under this Section 5.

6. It is expressly understood that Escrow Agent acts hereunder as an accommodation to Seller and Purchaser and as depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it, or for the form or execution of such instruments or for the identity, authority or right of any person executing or depositing the same, or for the terms and conditions of any instrument pursuant to which Escrow Agent or the parties may act. Escrow Agent shall have no liability other than for its gross negligence or actual malfeasance and shall, in all instances, act in accordance with the terms and provisions of this Escrow Agreement.

7. Escrow Agent shall not have any duties or responsibilities except those set forth in this Escrow Agreement and shall not incur any liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine, and Escrow Agent may assume that any person purporting to give it any notice on behalf of any party in accordance with the provisions hereof has been duly authorized to do so.

8. In the event of a dispute between the parties regarding the disposition of the Downpayment, Escrow Agent shall take one of the actions described in Section 5 hereof, and upon delivery of the Downpayment in accordance therewith, Escrow Agent shall be relieved of all liability, responsibility or obligation with respect to or arising out of the Downpayment and any and all of its obligations therefrom.

9. In the event of any conflict between the provisions of this Escrow Agreement and the provisions of the Contract, the provisions of the Contract shall control as between Seller and Purchaser.

10. All notices, requests, demands or other communications (each, a “Notice”) with respect to this Escrow Agreement, whether or not herein expressly provided for, shall be in writing and shall be given by (a) hand delivery (against a written receipt), (b) United States certified mail, postage prepaid, return receipt requested, (c) by prepaid nationally recognized overnight courier for next business day delivery, or (d) email, provided a copy is sent the next business day by a method described in clauses (a), (b) or (c), to the parties at the following addresses:

If to Seller: 130 Bowery Acquisition LLC  
130 Bowery Street  
New York, New York 10013  
Attention: Fred L. Seeman, Esq.  
Email: fred@seemanlaw.com

with a copy to: Law Offices of Fred L. Seeman  
32 Broadway, Suite 1214  
New York, New York 10004  
Attention: Fred L. Seeman, Esq.  
Email: fred@seemanlaw.com

If to Purchaser: SC 130 Bowery LLC  
80 Pine Street, Suite 3202

New York, New York 10005  
Attention: Daniel Haimovic  
Email: dh@sc.holdings

with a copy to:

Hunton Andrews Kurth LLP  
200 Park Avenue  
New York, New York 10166  
Attention: Matthew A. Scoville, Esq.  
Email: mscoville@huntonak.com

If to Escrow Agent:

First American Title Insurance Company  
666 Third Avenue  
New York, New York 10017  
Attention: Phil Salomon and Jason Goebel  
Email: psalomon@firstam.com and  
jagoebel@firstam.com

All Notices may be sent by such party's attorneys.

11. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12. This Escrow Agreement may not be amended or modified, nor can any provision hereof be waived, except by a written instrument signed by the party against whom enforcement of any such amendment, modification or waiver is sought.

13. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.


14. This Escrow Agreement is to be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have executed this Escrow Agreement as of the date first above written.

**SELLER:**

130 BOWERY ACQUISITION, LLC, a New York limited liability company

By:   
Name: Michael Marvisi  
Title: Member

**PURCHASER:**

SC 130 BOWERY LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**ESCROW AGENT:**

FIRST AMERICAN TITLE INSURANCE COMPANY

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, the parties have executed this Escrow Agreement as of the date first above written.

**SELLER:**

130 BOWERY ACQUISITION, LLC, a New York limited liability company

By: \_\_\_\_\_

Name:

Title:

**PURCHASER:**

SC 130 BOWERY LLC, a Delaware limited liability company

*Daniel Haimovic*

By: \_\_\_\_\_

Name: Daniel Haimovic

Title: Member

**ESCROW AGENT:**

FIRST AMERICAN TITLE INSURANCE COMPANY

By: \_\_\_\_\_

Name:

Title:

**IN WITNESS WHEREOF**, the parties have executed this Escrow Agreement as of the date first above written.

**SELLER:**

130 BOWERY ACQUISITION, LLC, a New York limited liability company

By: \_\_\_\_\_

Name:

Title:

**PURCHASER:**

SC 130 BOWERY LLC, a Delaware limited liability company

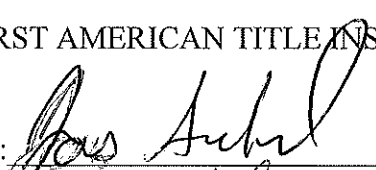
By: \_\_\_\_\_

Name:

Title:

**ESCROW AGENT:**

FIRST AMERICAN TITLE INSURANCE COMPANY

By:  \_\_\_\_\_

Name: Jason Grubel

Title: Vice President

**EXHIBIT C**

**List of Scheduled Events & Event Contracts**

[To be supplemented before expiration of the Due Diligence Period]

**EXHIBIT D**

**Bankruptcy Milestones**

<b>EVENT</b>	<b>DEADLINE</b>
Debtor files motion for Approval Order	Not later than five (5) Business Days after receipt of fully executed Agreement and confirmation of receipt of Deposit by Escrow Agent
Entry of Approval Order by the Bankruptcy Court	Not later than sixty (60) days after the filing of the motion for the Approval Order






# Signature Page Packet - Bowery

Final Audit Report

2023-05-11

Created:	2023-05-11
By:	James Tsimis (JTsimis@huntonak.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGD0KB3NMA6ldQPOeXkSjk5WP-5ewJWNt

## "Signature Page Packet - Bowery" History

-  Document created by James Tsimis (JTsimis@huntonak.com)  
2023-05-11 - 5:21:05 PM GMT
-  Document emailed to Daniel Haimovic (daniel.haimovic@ebgr.com) for signature  
2023-05-11 - 5:21:49 PM GMT
-  Email viewed by Daniel Haimovic (daniel.haimovic@ebgr.com)  
2023-05-11 - 5:22:04 PM GMT
-  Document e-signed by Daniel Haimovic (daniel.haimovic@ebgr.com)  
Signature Date: 2023-05-11 - 5:23:04 PM GMT - Time Source: server
-  Agreement completed.  
2023-05-11 - 5:23:04 PM GMT