IN THE SUPERIOR COURT
OF THE VIRGIN ISLANDS

FILED
March 19, 2021
ST-2019-PB-00080
TAMARA CHARLES
CLERK OF THE COURT

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN
****

IN THE MATTER OF THE ESTATE OF JEFFREY E. EPSTEIN,	)	**PROBATE NO. ST-19-PB-80**
Deceased.	)	**ACTION FOR TESTATE ADMINISTRATION**

NOTICE OF SALE

COME NOW the Co-Executors of the Estate of Jeffrey E. Epstein (the "Estate"), **DARREN K. INDYKE** and **RICHARD D. KAHN**, and hereby file with this Honorable Court this Notice of Sale in the above captioned estate.

As previously communicated to this Honorable Court, the Co-Executors negotiated the sale of property owned by Maple, Inc. located at 9 E. 71st Street, New York, NY 10015. The shares of Maple, Inc., a U.S. Virgin Islands corporation, are an asset of the Estate.

The closing on the transaction for the real property located at 9 E.71st Street took place on March 8, 2021. Pursuant to the Contract of Sale, the property was sold for Fifty-One Million Dollars ($51,000,000.00). After the payment of expenses detailed below, and outgoing wire fees in the amount of One Hundred Dollars ($100.00), the net amount payable to Seller and wired to the account held in the name of Maple, Inc. at First Bank was Forty-Eight Million Four Hundred Ninety-Nine Thousand Four Hundred Seventy-Eight Thousand Dollars and Thirty-Eight Cents ($48,499,478.38).

The following expenses in the amount of Two Million Six Hundred Seventeen Thousand Three Hundred Dollars ($2,617,300.00) were paid from the proceeds at closing:

$1,086,750.00	Kensington/Vanguard	NYC Transfer Tax $726,750.00; NYS Transfer Tax $331,500.00; Water Escrow $8,000.00; Violation Fines Escrow $20,000.00; Title Fee $500.00

$1,275,000.00	Modlin Group	Brokerage Commission
$70,350.00	Pall Mall Art Advisors	Storage and Moving Fees
$185,200.00	Aiston Fine Art Solutions	Packing Charges

Maple, Inc. received a Seller's credit in the amount of One Hundred Sixteen Thousand Eight Hundred Seventy-Eight Dollars and Thirty-Eight Cents ($116,878.38) for pro-rated property taxes that were paid by Maple, Inc. prior to closing.

Attached to this notice please find the following documents:

1. Copy of Contract of Sale (**EXHIBIT 1**);
2. Copy of Settlement Statement (without exhibits) (**EXHIBIT 2**);
3. Copy of Property Tax Bill (**EXHIBIT 3**);
4. Invoice from Kensington Vanguard (**EXHIBIT 4**);
5. Modlin Group Commission Statement (**EXHIBIT 5**);
6. Invoice from Pall Mall Art Advisors (**EXHIBIT 6**);
7. Invoice from Aiston Fine Art Solutions (**EXHIBIT 7**);
8. Copy of Warranty Deed Transferring Property (**EXHIBIT 8**); and
9. Confirmation of Wire to First Bank Account (**EXHIBIT 9).**

Respectfully,

Dated: March 18, 2021

/s/ Christopher Allen Kroblin

CHRISTOPHER ALLEN KROBLIN, ESQ.
SHARI N. D'ANDRADE, ESQ.
MARJORIE WHALEN, ESQ.
V.I. Bar Nos. 966, 1221 & R2019
KELLERHALS FERGUSON KROBLIN PLLC
Royal Palms Professional Building
9053 Estate Thomas, Suite 101
St. Thomas, V.I. 00802
Telephone: (340) 779-2564
Facsimile: (888) 316-9269
Email: ckroblin@kellfer.com
sdandrade@kellfer.com
mwhalen@kellfer.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of March 2021, I caused a true and exact copy of the foregoing **Notice of Sale** to be served via VIJEFS upon:

John H. Benham, Esq.
Law Office of John H. Benham, P.C.
john@benhamlawvi.com

Douglas B. Chanco, Esq.
Chanco Schiffer P.C.
doug@csfirm.com

Richard Bourne-Vanneck, Esq.
Law Offices of Richard P. Bourne-Vanneck, Esq.
richard@rpbvlawoffices.com

Kevin F. D'Amour, Esq.
Esq.Gaylin Vogel, Esq.
Law Offices of Kevin F. D'Amour, P.C.
kevin.damour@comcast.net
gaylin.vogel@comcast.net

Melody D. Westfall, Esq.
Westfall Law PLLC
mwestfall@westfalllaw.com

Denise N. George, Esq.
Ariel M. Smith, Esq.
Carol Thomas-Jacobs, Esq.
Virgin Islands Department of Justice
denise.george@doj.vi.gov
ariel.smith@doj.vi.gov
carol.jacobs@doj.vi.gov

A. Jeffrey Weiss, Esq.
A.J. Weiss & Associates
jeffweiss@weisslaw-vi.net

Sean Foster, Esq.
Marjorie Rawls Roberts, P.C.
sean@marjorierobertspc.com

John K. Dema, Esq.
Law Offices of John K. Dema
jdema@demalaw.com

Rosalie Simmonds Ballentine,
Rosalie Simmonds Ballentine, P.C.
roselaw@viaccess.net

Sigrid Stone McCawley, Esq.
David Boies, Esq.
Joshua I. Schiller, Esq.
Boies Schiller Flexner LLP
smmcawley@bsfllp.com
dboies@bsfllp.com
jlschiller@bsfllp.com

J. Russell B. Pate, Esq.
The Pate Law Firm
pate@sunlawvi.com

/s/ Christopher Allen Kroblin

CONTRACT OF SALE

MAPLE, INC.,

as Seller,

and

BACK TO NYC 71, LLC

as Purchaser

Premises: 9 East 71st Street
New York, New York

EXHIBIT 1

TABLE OF CONTENTS

PAGE

1. Sale and Purchase 1
2. Furniture and Furnishings 1
3. Purchase Price 1
4. The Closing 1
5. State of Title of Property and Violations 2
6. Title Insurance and Ability of Seller to Convey 3
7. Representations and Warranties of Seller 3
8. Representations and Warranties of Purchaser 6
9. Damage or Destruction; Condemnation 8
10. Documents or Instruments To be Delivered by Seller at the Closing 9
11. Documents or Instruments To be Delivered by Purchaser at the Closing 9
12. Adjustments and Closing Costs 10
13. Discharge of Obligations; Merger of Understandings 11
14. Covenants of Seller 11
15. Escrowee 11
16. Notices 12
17. Brokerage 12
18. Miscellaneous 13

LIST OF SCHEDULES

Schedule A: Legal description of Land

Schedule B: Additional Permitted Liens and Encumbrances

Schedule C: Form of Seller's Title Affidavit

CONTRACT OF SALE

CONTRACT OF SALE dated as of February 4, 2021 between MAPLE, INC., a U.S. Virgin Islands corporation, having an address at 9053 Estate Thomas, Suite 101, St. Thomas, U.S. Virgin Islands 00802 ("**Seller**"); and BACK TO NYC 71, LLC, a New York limited liability company, having an address c/o Schwartz, Sladkus, Reich, Greenberg and Atlas LLP, 444 Madison Avenue, 6th Floor, New York, New York 10022, Attention: Jeffrey Reich ("**Purchaser**").

The parties hereto covenant and agree as follows:

1. Sale and Purchase

1.1. Seller hereby agrees to sell and convey to Purchaser and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, (a) that certain plot, piece or parcel of land known as 9 East 71st Street, New York, New York and more particularly described on Schedule A attached hereto (the "**Land**"); (b) all buildings and improvements located on the Land (the "**Improvements**"); (c) all right, title and interest of Seller, if any, in and to the land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damage to the Land by reason of a change of grade of any street or highway; (d) the appurtenances and all other estate and rights of Seller in and to the Land and Improvements; (e) all development rights appurtenant to the Land, if any; and (f) all window treatments, and standard light fixtures and light sconces (but excluding all chandeliers) (collectively the "**Property**").

2. Furniture and Furnishings

2.1. The sale of the Property does not include the sale of any artwork, tapestries, sculptures, chandeliers, rugs, furniture, furnishings or other items of personal property located in the Property on the date hereof and Seller shall remove same prior to the closing hereunder.

3. Purchase Price

3.1. The purchase price to be paid by Purchaser to Seller for the Property (the "**Purchase Price**") is Fifty One Million and 00/100 Dollars ($51,000,000.00). The Purchase Price shall be paid as follows: (a) concurrently with the execution of this Contract of Sale, Purchaser shall pay Five Million One Hundred Thousand and 00/100 Dollars ($5,100,000.00) (the "**Deposit**") by wire transfer to First American Title Insurance Company, as escrow agent ("**Escrowee**"), to be held in escrow in accordance with Article 15 below; and (b) at the closing hereunder, Purchaser shall pay to Seller Forty Five Million Nine Hundred Thousand and 00/100 Dollars ($45,900,000.00) (the "Cash Balance") by Purchaser paying such amount to Seller by wire transfer of immediately available funds to the account(s) designated by Seller.

4. The Closing

4.1. The closing pursuant to this Contract of Sale (the "**Closing**") shall take place at the offices of Troutman Pepper LLP, 875 Third Avenue, New York, New York 10022 or in escrow with the Title Company (as such term is defined in Section 6.1 below), on or about February 28, 2021 (the "**Closing Date**") at 10:00 am.

5. State of Title of Property and Violations

5.1. The Property is being sold and is to be conveyed subject only to the matters described in clauses (a) through (j) of this Section 5.1 and Section 5.2 below (collectively referred to as the "**Permitted Encumbrances**"):

(a) Any and all present and future zoning restrictions, regulations, requirements, laws, ordinances, resolutions and orders applicable to the Property, and all other laws, requirements, orders, rules, or regulations, now or hereafter in effect, of any governmental or quasi-governmental authority, department or agency having jurisdiction over the Property or any part thereof.

(b) Any state of facts a current and accurate survey of the Property would show, provided such state of facts does not materially interfere with the current use of the Property as a one family dwelling.

(c) Real estate taxes and assessments for the fiscal year in which the Closing occurs, subject to apportionment in accordance with this Contract of Sale.

(d) Rights and easements of utility companies to lay, install, maintain or operate wires, lines, cables, pipes, holes, boxes and other fixtures, facilities or equipment in, over and upon the Property or any portion thereof, but only to the extent serving the Property.

(e) Such monetary matters as First American Title Insurance Company shall be willing without any additional premium to omit as exceptions to coverage.

(f) Encroachments of stoops, areas, cellar steps, trim cornices, lintels, windowsills, awnings, canopies, ledges, fences, hedges, coping and retaining walls projecting from the Property over any street or highway or over any adjoining property, provided that they do not render title to the Property unmarketable.

(g) Revocability or lack of right to maintain vaults, coal chutes, excavations or sub-surface equipment beyond the line of the Property.

(h) Intentionally omitted.

(i) The liens or encumbrances listed on Schedule B attached hereto.

(j) The liens or encumbrances approved by Purchaser or deemed approved by Purchaser pursuant to Section 6.1.

5.2. The Property is being sold and is to be conveyed subject to all notes or notices of violation of law or municipal ordinances, orders or requirements noted in or issued by or any federal, state, county or municipal department having jurisdiction, affecting or against the Property as of the Closing Date, however, Seller shall pay at or prior to Closing, any and all fines, penalties and interest payable or assessed to any violations noted or issued prior to Closing.

6. Title Insurance and Ability of Seller to Convey

6.1. Purchaser shall immediately order an examination of title from KVNational writing through First American Title Inc. Co. (the "**Title Company**") and shall direct such title company to forward a copy of the title report to Seller's attorney concurrently with the delivery of such title report to Purchaser's attorney. Purchaser shall have ten (10) days after receipt of the title report to examine same and to notify Seller of any title objections affecting title to the Property other than Permitted Encumbrances. Any title objection not objected to in writing by Purchaser within said ten (10) day period shall be deemed approved by Purchaser. Except as otherwise specifically provided in Section 6.2 and Section 6.3, Seller shall not be obligated to incur any expense, or to bring any action or proceeding, to remove any exceptions or objections to title or to render title to the Property marketable and shall not be obligated to grant an abatement in the Purchase Price with respect to any such exception or objection. If Seller shall be unable to convey title in accordance with the terms of this Contract of Sale or if Seller shall be unwilling to remove any objections to title which Seller is not obligated to remove pursuant to Section 6.2 and Section 6.3, Purchaser shall have the option to accept title subject to such objections without any abatement or reduction in and without any credit or allowance against the Purchase Price, or to reject title without any claim for damages or specific performance. Nothing herein contained shall be construed to limit Purchaser's right to specific performance in the event of Seller's willful default hereunder. In the event that Purchaser so rejects title, Seller shall have no obligation hereunder, Escrowee shall return the Deposit to Purchaser and this Contract of Sale shall be null and void and the parties hereto shall be relieved of all further obligation and liability hereunder. Seller shall have the right, but not the obligation, to a reasonable adjournment or adjournments of the Closing (but in any case not to exceed sixty (60) days) to remove any defect in or objection to title noted in such title report or updated title report which does not constitute a Permitted Encumbrance which may be disclosed on or prior to the Closing Date.

6.2. Notwithstanding anything contained herein to the contrary, (a) Seller shall eliminate (i) any mortgage or other voluntary lien, regardless of amount, executed, consented to or assumed by Seller, (ii) real estate taxes and water and sewer charges and (iii) fines or penalties of record imposed against the Property and any other liens or encumbrances affecting the Property, other than the Permitted Encumbrances, which may be removed solely by the payment of a sum of money not exceeding $500,000 in the aggregate, and (b) if the cost to remove the liens or encumbrances described in clause (a)(iii) above exceeds $500,000 in the aggregate and Purchaser elects to close and accept title to such title objections, the Purchase Price will be reduced by $500,000 .

6.3. At the Closing, Seller shall convey to Purchaser fee simple title to the Property free of all liens and encumbrances other than the Permitted Encumbrances.

7. Representations and Warranties of Seller

7.1. Seller represents and warrants to Purchaser as follows:

(a) The execution and delivery of this Contract of Sale by Seller and the consummation of the transactions contemplated hereby have been duly authorized. Seller is not subject to any law, order, decree, restriction or agreement which prohibits Seller's

execution of this Contract of Sale or would be violated by this Contract of Sale or the consummation of the transactions contemplated hereby. This Contract of Sale constitutes the valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally.

(b) There are no leases or other agreements affecting the occupancy of all or any part of the Property and the Property is currently vacant.

(c) Seller has not entered into any service, maintenance or supply agreement or contract which (i) will be binding on Purchaser after the Closing and (ii) cannot be terminated on thirty (30) days' notice without payment of any penalty.

(d) There are no employees presently employed by Seller at the Property who will be the obligation of Purchaser after the Closing. There are no union contracts or agreements in effect with respect to the Property and Seller will not enter into any negotiations or execute any contract with a labor union with respect to the Property between the date hereof and the Closing.

(e) Seller has not transferred or agreed to transfer any development or air rights appurtenant to the Land.

(f) Intentionally omitted.

(g) Intentionally omitted.

(h) Seller has not received any written notice of any pending condemnation proceedings relating to the Property.

(i) Seller is not a person and/or entity with whom Purchaser, as a U.S. company or person, is restricted from doing business under the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq.; the Trading with the Enemy Act, 50 U.S.C. App. § 5; any executive orders promulgated thereunder; any implementing regulations promulgated thereunder by OFAC (including those persons and/or entities named on the SDN List); or any other applicable law of the United States. Neither Seller not any of its constituents have engaged in any dealings or transactions, directly or indirectly, (x) in contravention of any United States, international or other money laundering regulations or conventions, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act or any foreign asset control regulations of the United States Treasury Department or any enabling legislation or executive order relating thereto or (y) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time (**"Anti-Terrorism Order"**) or on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists

maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, Financial Action Task Force, U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time.

(j) There are no proceedings now pending for the reduction of the assessed valuation of the Property, and Seller will not, without Purchaser's prior consent, commence any such proceedings prior to Closing.

7.2. To the extent that Purchaser actually knows at or prior to Closing that any of Seller's representations and warranties are inaccurate, untrue or incorrect in any way and Purchaser nevertheless closes, such representations and warranties shall be deemed modified to reflect Purchaser's knowledge. In addition, Seller shall not have any liability in connection with this Contract of Sale by reason of any inaccuracy of a representation or warranty if and to the extent that such inaccuracy has been identified by Seller to Purchaser in a written notice to Purchaser or otherwise is actually known by Purchaser, in each case at or prior to the Closing and Purchaser elects, nevertheless, to consummate the Closing.

7.3. If after the date hereof and prior to the Closing, Purchaser obtains actual knowledge that any of the representations or warranties made herein by Seller are untrue, inaccurate or incorrect in any respect (other than as a result of receipt of written notice thereof from Seller pursuant to the requirement of the next sentence), Purchaser shall use good faith efforts to notify Seller in writing within fifteen (15) days of obtaining such knowledge and, in any event, prior to the Closing (provided, however, that Purchaser shall not have any liability to Seller for damages or be deemed to have compromised any of its other rights hereunder if it fails to so notify Seller). If at or prior to the Closing, Seller obtains knowledge that any of the representations or warranties made herein by Seller is untrue, inaccurate or incorrect as of the Closing Date, Seller shall notify Purchaser in writing thereof within five (5) business days of obtaining such knowledge and, in any event prior to the Closing. In either such event, Seller shall not be obligated to cure any such misrepresentation or breach. If Seller is otherwise willing to attempt to cure any such misrepresentation or breach, Seller shall be entitled to a reasonable adjournment of the Closing (not to exceed thirty (30) days in the aggregate) for the purpose of any such cure, provided, however, Purchaser shall have the right to waive such breach at any time during said period of adjournment and in the event of such waiver Seller and Purchaser shall consummate the Closing without any reduction or credit against the Purchase Price with respect thereto.

7.4. If Seller fails to cure any misrepresentation or breach such that they are true and correct as of the Closing Date, and the aggregate cost to cure all existing misrepresentations and breaches equals or exceeds $200,000, then Purchaser, as its sole and exclusive remedy for any and all such misrepresentations, breaches, and defaults shall be entitled to (i) elect to close hereunder and waive all such existing misrepresentations, breached and defaults and receive a $200,000 credit against the Purchase Price, or (ii) terminate this Contract of Sale as set forth in Section 18.1. If the aggregate cost to cure all such existing misrepresentations, breaches and defaults is less than $200,000, Purchaser shall be deemed to waive such misrepresentations,

breaches and defaults, and Purchaser shall be required to consummate the transactions contemplated hereby without any reduction of or credit against the Purchase Price.

7.5. The representations and warranties set forth in this Article 7 shall survive the Closing for a period of ninety (90) days and any action based on a breach of any such representation or warranty must be commenced within ninety (90) days after the Closing Date.

7.6. Notwithstanding any provision to the contrary herein or in any other document or instrument executed by Seller and delivered to Purchaser at or in connection with the closing (collectively, "**Closing Documents**"), Seller shall not have (and Seller is exculpated and released from any) liability whatsoever with respect to any suits, actions, proceedings, investigations, demands, claims, liabilities, fines, penalties, liens, judgments, losses, injuries, damages, expenses or costs, including attorneys' and experts' fees and costs of investigation and remediation costs (collectively, the "**Claims**"), and Purchaser shall be forever barred from making or bringing any Claims, with respect to any of the representations and warranties contained in this Contract of Sale, or in any Closing Document except to the extent that the aggregate amount of all Claims for breach of such Seller's representations and warranties with respect to the Property exceeds $200,000 (in which event Purchaser may bring claims for the entire amount of its loss and not just losses in excess of $200,000); provided however, notwithstanding any provision to the contrary herein or in any Closing Document, the total liability of Seller for any or all Claims shall not exceed $2,000,000.

7.7. The provisions of this Article 7 shall survive the Closing, subject however to the time limitations set forth in Section 7.5.

8. Representations and Warranties of Purchaser

Purchaser represents and warrants to Seller as follows:

8.1. Except as otherwise expressly set forth in this Contract of Sale, Purchaser agrees to accept the Property in its "AS IS" condition on the Closing Date, without any abatement or reduction in, or credit or allowance against, the Purchase Price.

8.2. Purchaser shall have the right, at its option and at Purchaser's sole cost and expense, upon one business day's notice to the Broker (as such term is defined in Section 17.1 below), which notice may be by email, to conduct a visual inspection of the exterior and interior of the Property, in which event a representative of the Broker or the Seller may accompany Purchaser in connection with such visual inspection. During such visual inspection Purchaser shall not conduct any inspection which will or reasonably could damage the Property or the personal property contained therein and Purchaser shall indemnify, defend and hold Seller harmless from and against any claim, liability, damage, cost or expense (including, without limitation, reasonable attorney's fees) arising from or relating to such inspection. Purchaser may, on or prior to 5pm nyc time on February 9, 2021 (the "Outside Deadline"), give a written notice (which may be given via email) (a "Termination Notice") to Seller's attorney and the Escrowee electing to terminate this Contract of Sale (for any or no reason), in which event Escrowee will refund the Deposit to Purchaser withing three (3) business days after receipt by Escrowee of Purchaser's notice of termination and thereafter this Contract of Sale will terminate other than those which expressly

survive termination thereof. If Purchaser shall fail to give a Termination Notice to Seller's attorney and Escrowee by the Outside Deadline, Purchaser's option to terminate this Contract of Sale pursuant to this Section 8.2 shall be null and void and this Contract of Sale shall continue in force and effect. By the Outside Deadline, Purchaser will have had a full opportunity to make a full and thorough inspection and investigation of the Property to the extent deemed necessary by Purchaser . In entering into this Contract of Sale, Purchaser has not been induced by and has not relied upon any representations, warranties or statements, whether oral or written, express or implied, made by Seller or any agent, employee or other representative of Seller or by any broker or any other person representing or purporting to represent Seller, which are not expressly set forth in this Contract of Sale (whether or not any such representations, warranties or settlements have actually been made in writing or orally), concerning the Property, its state of title, condition, state of repair, zoning, compliance with applicable laws, current or proposed use, actual or potential income, rents, expenses or operations, whether or not the Property is in compliance with applicable environmental laws, whether or not the Property has a valid certificate of occupancy or any other matter affecting or relating to the Property. Purchaser hereby confirms and agrees that Seller shall have no obligation or liability to Purchaser and Purchaser shall have no claim against Seller with respect to any hazardous substances or materials located at the Property or with respect to any violation of applicable environmental laws.

8.3. The execution and delivery of this Contract of Sale by Purchaser and the consummation of the transactions contemplated hereby have been duly authorized by the appropriate action of Purchaser. This Contract of Sale constitutes the valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally.

8.4. Purchaser is not now, nor shall it be at any time prior to or at the Closing, an individual, corporation, partnership, joint venture, trust, trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "**Person**") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "**U.S. Person**"), is prohibited from transacting business of the type contemplated by this Contract, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise. Neither Purchaser nor any Person who owns an interest in Purchaser is now nor shall be at any time prior to or at the Closing a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312 (a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Contract of Sale, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise. The provisions of this Section 8.4(a) shall survive the Closing or termination of this Contract of Sale.

8.5. Purchaser has taken, and shall continue to take until the Closing, such measures as are required by applicable law to assure that the funds used to pay to Seller the

Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 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. The provisions of this Section 8.5 shall survive the Closing or termination of this Contract of Sale.

9. Damage or Destruction; Condemnation

9.1. If, after the date hereof, all or a material portion of the Property is destroyed by fire or other casualty and not restored prior to the Closing Date, Purchaser shall have the option to terminate this Contract of Sale within twenty (20) days after receiving notice thereof together with an estimate of the cost of the restoration, and, in the event of such termination, Escrowee will return the Deposit to Purchaser, this Contract of Sale will terminate and neither party will have any further obligation hereunder. Notwithstanding any provisions of New York law pertaining to risk of loss in the event of a fire or other casualty prior to the Closing (including, without limitation, Section 5-1311 of the New York General Obligations Law) to the contrary, if less than a material portion of the Property is damaged by fire or other casualty prior to the Closing, or if all or a material portion of the Property is damaged but Purchaser fails to timely terminate this Contract of Sale, (a) Purchaser shall purchase the Property in its "as is" condition at Closing, (b) Seller shall assign the proceeds of casualty insurance, if any, to Purchaser at the Closing after reimbursing itself for the reasonable out-of-pocket costs of collection of the proceeds and of any repairs to the Property made by or on behalf of Seller and shall not adjust or compromise a claim for such insurance proceeds without Purchaser's consent (such consent not to be unreasonably withheld), (c) the Purchase Price shall not be reduced or otherwise affected by such damage (except that at the Closing Purchaser shall receive a credit against the Purchase Price in the amount of the deductible under Seller's casualty policy), (d) Seller shall not be required to repair such damage and (e) Seller shall, at the Closing, execute, acknowledge and deliver to Purchaser such documents and instruments as Purchaser shall reasonably request in furtherance of the purpose of this Section 9.1. For purposes of this Section 9.1, a material portion of the Property shall be deemed to have been destroyed if the cost of restoring the Improvements exceeds $1,000,000. Seller represents that Seller maintains a policy of property casualty insurance in an amount equal to the replacement value of the Improvements and Seller shall maintain that policy up and through the date of the Closing.

9.2. If, prior to the date of the Closing, all or any material part of the Property is taken by eminent domain, Seller shall so notify Purchaser, and this Contract of Sale shall be terminated and the rights and obligations of Seller and Purchaser hereunder shall cease and terminate. If less than a material part of the Property shall be taken by eminent domain, (a) Purchaser shall purchase the Property in its "as is" condition at Closing, (b) Seller shall assign Seller's interest in the award, if any, in such proceeding to Purchaser at the Closing after reimbursing itself for the reasonable out-of-pocket costs of collection of the award and of any

repairs to the Property made by or on behalf of Seller and shall not adjust or compromise a claim for such award without Purchaser's consent (such consent not to be unreasonably withheld), (c) the Purchase Price shall not be reduced or otherwise affected by such taking, (d) Seller shall not be required to repair any damage resulting from such taking and (e) Seller shall, at the Closing, execute, acknowledge and deliver to Purchaser such documents and instruments as Purchaser shall reasonably request in furtherance of the purposes of this Section 9.2. For purposes of this Section 9.2, the term material part of the Property shall mean five percent (5%) or more of the square footage of the Land.

10. Documents or Instruments To be Delivered by Seller at the Closing

At the Closing, Seller will deliver the following documents to Purchaser (in addition to any items or documents otherwise required by this Contract of Sale):

10.1. A bargain and sale deed without covenants against grantor's acts executed and acknowledged by Seller and in proper form for recording conveying the Property, subject to the Permitted Encumbrances.

10.2. New York City Real Property Transfer Tax Return executed and acknowledged by Seller together with the required New York City transfer tax paid by Seller by bank or certified check or by attorney escrow check.

10.3. New York State Combined Real Estate Transfer Tax Return (Form TP-584), executed by Seller together with the required New York State transfer tax paid by Seller by bank or certified check or by attorney escrow check.

10.4. State of New York Real Property Transfer Report Form RP-5217 NYC executed by Seller.

10.5. Certificate that Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act executed by Seller.

10.6. Resolutions of Seller authorizing the sale of the Property to Purchaser and an affidavit of title in the form of Schedule C attached hereto , executed and acknowledged by Seller.

10.7. All keys for the Property in the control or possession of Seller.

11. Documents or Instruments To be Delivered by Purchaser at the Closing

At the Closing, Purchaser will deliver (in addition to any items or documents otherwise required by this Contract of Sale) the following to Seller:

11.1. The Cash Balance via wired funds to Escrow Agent.

11.2. Executed counterpart of the New York City Real Property Transfer Tax Return, the New York State Form TP-584 and the New York State Form RP-5217 NYC executed and acknowledged by Purchaser.

11.3. A letter to Escrowee authorizing and directing Escrowee to disburse the Deposit to Seller.

12. Adjustments and Closing Costs

12.1. The following are to be apportioned as of midnight of the day immediately preceding the Closing and shall, if necessary, be adjusted between Seller and Purchaser at the Closing:

(a) Real estate and other taxes, water and sewer rents and charges and other state and municipal charges and assessments affecting the Property or any portion thereof (including the current and prior years' annual installments of any special assessment which is or may be payable in installments, whether or not any installment thereof has been paid or is then a lien or charge), on the basis of the fiscal year for which the same are levied, imposed or assessed. If the rate of any such taxes, rents, charges, or assessments shall not have been fixed prior to the Closing, the adjustment thereof at the Closing shall be upon the basis of the rate for the preceding fiscal year applied to the latest assessed valuation (or other basis of valuation), subject to readjustment after the Closing when such rate and assessed valuation becomes available.

(b) If there are any water meters on the Property, Seller, no later than twenty (20) days prior to the Closing, shall furnish a final actual reading of each such meter to Purchaser at or prior to the Closing. The unfixed water rates and charges and sewer taxes and rents, if any, based thereon for the intervening time, shall be apportioned on the basis of such last actual readings. Seller shall cooperate with Purchaser to effect the transfer of water from Seller's name to Purchaser's name as of the Closing Date.

(c) Seller shall cooperate with Purchaser to effect the transfer of electricity, gas and other utilities from Seller's name to Purchaser's name as of the Closing Date.

(d) Intentionally omitted.

(e) Such other apportionments and adjustments as are customarily apportioned upon the sale of properties similar to the Property.

12.2. The parties agree to make such post-Closing adjustments and readjustments as may be required due to errors and omissions in the Closing adjustments. If information is not available to make any adjustments at the Closing, the same shall not be deemed a ground for adjournment of the Closing and such adjustment shall be made as soon as practicable after such information is available. The provisions of this Section 12.2 shall survive the Closing for a period of 180 days.

12.3. At the Closing (a) Seller shall pay all New York City and New York State transfer taxes payable as a result of the transfer of the Property by Seller to Purchaser (other than the New York State Mansion Tax), and (b) Purchaser shall pay the New York Mansion Tax payable as a result of the transfer of the Property by Seller to Purchaser. The provisions of this Section 12.3 shall survive the Closing.

12.4. Intentionally omitted.

13. Discharge of Obligations; Merger of Understandings

13.1. The delivery of the deed by Seller in accordance with the provisions of this Contract of Sale, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder. Except as otherwise set forth in Article 7 or Section 17.1, no representation or warranty of Seller shall survive Closing.

13.2. All understandings and agreements heretofore had between the parties hereto are merged into this Contract of Sale, which alone fully and completely expresses their agreement. This Contract of Sale is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Contract of Sale, made by the other.

14. Covenants of Seller

14.1. Seller shall not, between the date of this Contract of Sale and the Closing without in each instance obtaining the prior written consent of Purchaser, which consent shall not be unreasonably withheld enter into any contract or agreement which would cause Seller's representations in Section 7.1(b) or Section 7.1(c) to be untrue as of the Closing Date.

14.2. Seller agrees to continue to maintain the Property in its current condition reasonable wear and tear and damage from fire or other casualty excepted.

15. Escrowee

15.1. (a) The Escrowee shall hold the proceeds of the Deposit in escrow in a special bank account (or as otherwise agreed in writing by Seller, Purchaser and Escrowee) until the Closing Date or sooner termination of this Contract and shall pay over or apply such proceeds in accordance with the terms of this Article 15. Escrowee shall hold such proceeds in an interest-bearing account, and any interest earned thereon shall be paid to the same party entitled to the escrowed proceeds, and the party receiving such interest shall pay any income taxes thereon. The tax identification numbers of the Seller and Purchaser are set forth next to their signatures at the end of this Contract of Sale. At the Closing, such proceeds and the interest thereon, if any, shall be paid by Escrowee to Seller.

(b) If either party makes a written demand upon Escrowee for payment of the proceeds of the Deposit, then Escrowee shall give written notice to the other party of such demand. If Escrowee does not receive a written objection from the other party to the proposed payment within ten (10) business days after the giving of such notice, Escrowee is hereby authorized to make such payment. If Escrowee does receive such written objection within such ten (10) business day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by joint written instructions from the parties to this Contract of Sale or a final judgment of a court of competent jurisdiction. However, Escrowee shall have the right at any time to deposit the escrowed proceeds and interest thereon, if any, with the clerk of the appropriate court of the county in which the Property

is located. Escrowee shall give written notice of such deposit to Seller and Purchaser. Upon such deposit Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(c) If the Closing takes place then at the Closing Escrowee shall deliver the Deposit to Seller.

15.2. The parties acknowledge that Escrowee is acting solely as a stakeholder at their request and for their convenience, that Escrowee shall not be deemed to be the agent of either of the parties, and that Escrowee shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith and in willful disregard of this Contract of Sale or involving gross negligence. Seller and Purchaser shall jointly and severally indemnify and hold Escrowee harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith, and in willful disregard of this Contract or involving gross negligence on the part of Escrowee.

15.3. Intentionally omitted.

15.4. Escrowee shall not have any duties or responsibilities except those set forth in this Contract of Sale and shall not incur any liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper or document believed in good faith by Escrowee to be genuine, and Escrowee 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. Escrowee shall have no duty to determine (and shall not be affected by any knowledge concerning) the validity, authenticity or enforceability of any specification or certification made in any certificate or notice.

16. Notices

16.1. All notices, demands, requests or other communication required to be given or which may be given hereunder shall be in writing and shall be deemed to have been properly given if hand delivered or sent (prepaid) by reputable nationally recognized overnight courier for next business day delivery, (a) if sent to Seller to it at the address set forth above with a copy to Troutman Pepper LLP, 875 Third Avenue, New York, New York 10022, Attention: Simon Cices, Esq. or to such other address(es) as Seller shall specify by notice to Purchaser; and (b) if to Purchaser, to it at the address set forth above, or to such other address(es) as Purchaser shall specify by notice to Seller with a copy to Schwartz Sladkus Reich Greenberg Atlas LLP, 444 Madison Avenue, 6th Floor, New York, New York 10022, Attention: Jeffrey S. Reich, Esq.. Such notice, demand, request or communication shall be deemed to have been duly given, on the date received, or the date delivery is refused if hand delivered. The attorney for either party may give a notice on behalf of such party.

17. Brokerage

17.1. Purchaser and Seller each warrant and represent to the other that this transaction was not brought about by any broker other than Modlin Group (the "**Broker**"). Seller is paying the Broker a brokerage commission pursuant to a separate agreement with the Broker.

Purchaser and Seller each shall and hereby does agree to indemnify and hold the other party harmless from and against any and all claims, demands or causes of action or other liability against the indemnified party arising from or pertaining to any violation, on their respective parts, of the foregoing representation. The representations, warranties and indemnity contained in this Section 17.1 shall survive the Closing and the delivery of the instruments contemplated hereunder or if the Closing does not occur, the termination of this Contract of Sale.

18. Miscellaneous

18.1. If the Closing fails to occur due to any default by Seller under this Contract of Sale, Purchaser's sole and exclusive remedy shall be either (i) to receive the return of the Deposit, which return shall operate to terminate this Contract of Sale and release Seller from any and all liability hereunder or (ii) to bring an action against Seller for specific performance of this Contract of Sale.

18.2. If Purchaser shall be in default hereunder and provided Seller is ready, willing and able to close as provided herein, Seller's sole remedy shall be to terminate this Contract of Sale and retain the Deposit as liquidated damages, it being agreed by the parties that upon a default by Purchaser it would be impossible to ascertain Seller's damages and the Deposit constitutes a fair and reasonable amount of compensation.

18.3. No waiver of any party to any breach hereunder shall be deemed a waiver of any other or subsequent breach.

18.4. This Contract of Sale may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and signed by or on behalf of the party to be charged therewith.

18.5. This Contract of Sale shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators and successors and permitted assigns.

18.6. This Contract of Sale contains all of the terms agreed upon between the parties with respect to the subject matter hereof.

18.7. This Contract of Sale shall be construed and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of laws, and without presumption against the party deemed primarily responsible of drafting this instrument.

18.8. This Contract of Sale may not be recorded by the Purchaser and any recordation thereof shall be deemed a material default under this Contract of Sale.

18.9. Subject to the provisions of Section 18.11, Purchaser may not assign or transfer this Contract of Sale without the prior written consent of Seller. Any assignment or transfer of any direct or indirect interest in Purchaser which results in a Change in the Control of Purchaser shall be deemed an assignment of this Contract of Sale requiring the prior written consent of Seller. As used herein , the term "Change in Control" shall mean the assignment or transfer of a direct or indirect interest in Purchaser or the occurrence of any other event that causes

the individual(s) who control the management of Purchaser on the date hereof to cease controlling the management of Purchaser and/or the individuals who own more than 50% of the ownership interests in Purchaser to cease to own more than 50% of the ownership interests in Purchaser.

18.10. Seller may, at its option, exchange, for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, its fee title in the property which is the subject of this Contract of Sale, in which event Purchaser shall cooperate with Seller (at no cost, expense or liability to Purchaser) in connection therewith, including, without limitation, executing documents reasonably required by Seller in connection with such exchange, provided that the foregoing exchange or assignment does not (a) adversely affect Purchaser's rights and obligations hereunder, (b) interfere with the terms of this Contract of Sale or the transactions contemplated hereby or (c) impose any liability (including, without limitation, any environmental liability) on Purchaser under any exchange contract.

18.11. Purchaser may, at its option, consummate the purchase of the Property as part of a so-called like-kind exchange pursuant to §1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and in connection therewith Purchaser expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in said regulations on or before the Closing Date. Seller agrees to cooperate with Purchaser (at no cost, expense or liability to Seller) in effectuating such like-kind exchange, including, without limitation, executing documents reasonably required by Purchaser in connection with such exchange, provided that the foregoing exchange or assignment does not (a) adversely affect Seller's rights and obligations hereunder, (b) interfere with the terms of this Contract of Sale or the transactions contemplated hereby or (c) impose any liability (including, without limitation, any environmental liability) on Seller under any exchange contract.

18.12. This Contract of Sale may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.13. Purchaser is hereby granted the right to enter upon and visually inspect the Property during reasonable times, upon reasonable notice to Seller, on or before the Closing Date. In addition, Seller agrees to make available to Purchaser, prior to the Closing, upon reasonable prior notice, all records of Seller which relate to the management and operation of the Property during the period of Seller's ownership.

18.14. The submission of this Contract of Sale to Purchaser does not create a binding obligation on the part of Seller. This Contract of Sale shall not be binding on Purchaser or Seller until Purchaser has signed this Contract of Sale and delivered the signed Contract of Sale and the Deposit to Seller and a counterpart hereof executed by Seller has been delivered to Purchaser.

18.15. Intentionally omitted.

18.16. If Purchaser consists of more than one individual or entity each such individual and entity will be jointly and severally liable for the obligations of Purchaser hereunder.

18.17. NOTWITHSTANDING ANY INDEMNIFICATION OBLIGATION OF SELLER UNDER THIS CONTRACT OF SALE, EFFECTIVE AS OF THE CLOSING, PURCHASER DOES HEREBY FOREVER RELEASE AND DISCHARGE SELLER FROM ANY AND ALL VIOLATIONS OF APPLICABLE LAW, WHETHER NOW KNOWN OR UNKNOWN TO PURCHASER, INCLUDING, WITHOUT LIMITATION, (A) VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT OF 1990, (B) ALL ENVIRONMENTAL CLAIMS AND ENVIRONMENTAL LIABILITIES, (C) ANY AND ALL NOTES OR NOTICES OF VIOLATIONS OF ANY LEGAL REQUIREMENT IN OR ISSUED BY ANY GOVERNMENTAL AUTHORITY, AND/OR ANY LIEN, PENALTY OR FINE IMPOSED IN CONNECTION WITH ANY OF THE FOREGOING, AND/OR ANY CONDITION OR STATE OF REPAIR OR DISREPAIR AND/OR OTHER MATTER OR THING, WHETHER OR NOT NOTED, WHICH, IF NOTED, WOULD RESULT IN A VIOLATION BEING PLACED ON THE PROPERTY . SELLER SHALL HAVE NO DUTY TO REMOVE OR COMPLY WITH OR REPAIR OR DISREPAIR ANY (X) CONDITION, MATTER OR THING, WHETHER OR NOT NOTED, WHICH IF NOTED, WOULD RESULT IN A VIOLATION BEING PLACED ON THE PROPERTY OR (Y) OF THE AFOREMENTIONED VIOLATIONS, LIENS, PENALTY OR FINE, OR OTHER CONDITIONS, AND PURCHASER SHALL ACCEPT THE PROPERTY SUBJECT TO ALL SUCH VIOLATIONS AND LIENS, PENALTY OR FINE, THE EXISTENCE OF ANY CONDITIONS AT THE PROPERTY WHICH WOULD GIVE RISE TO SUCH VIOLATIONS OR LIENS, PENALTY OR FINE, IF ANY, AND ANY CLAIMS OF ANY GOVERNMENTAL AUTHORITY ARISING FROM THE EXISTENCE OF SUCH VIOLATIONS AND LIENS, PENALTY OR FINE IN EACH CASE WITHOUT ABATEMENT OF OR CREDIT AGAINST THE PURCHASE PRICE. PURCHASER COVENANTS AND AGREES NOT TO SUE SELLER AND RELEASES SELLER FROM AND WAIVES ANY CLAIM OR CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, ANY STRICT LIABILITY CLAIM OR CAUSE OF ACTION OR CONTRACTUAL AND/OR STATUTORY ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT PURCHASER MAY HAVE AGAINST SELLER UNDER ANY ENVIRONMENTAL LAWS, NOW EXISTING OR HEREAFTER ENACTED OR PROMULGATED, RELATING TO ENVIRONMENTAL CLAIMS, ENVIRONMENTAL LIABILITIES, ENVIRONMENTAL MATTERS OR ENVIRONMENTAL CONDITIONS, IN, ON, UNDER, ABOUT OR MIGRATING FROM OR ONTO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL LAWS, OR BY VIRTUE OF ANY COMMON LAW RIGHT, NOW EXISTING OR HEREAFTER CREATED, RELATED TO ENVIRONMENTAL CLAIMS, ENVIRONMENTAL LIABILITIES, ENVIRONMENTAL MATTERS OR ENVIRONMENTAL CONDITIONS IN, ON, UNDER, ABOUT OR MIGRATING FROM OR ONTO THE PROPERTY.

18.18. If either party commences any action or proceeding against the other party in connection with or relating to this Contract of Sale, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorneys' fees in such action or proceeding from the other party.

18.19. This Contract of Sale may be executed by facsimile or electronic (PDF) signatures, either of which shall be deemed an ink original.

18.20. Purchaser covenants and agrees not to communicate the Purchase Price or any other terms of this Contract of Sale and the transactions contemplated hereby to any person or entity and to hold same in the strictest confidence without the consent of Seller, provided that Purchaser may disclose the terms of this Contract of Sale and the transactions contemplated hereby (i) to its partners, members, attorneys, officers, principals, architects, contractors, advisors, accountants, lenders agents, employees and consultants (collectively, "***Disclosure Parties***") without the express written consent of Seller, so long as any such Disclosure Parties to whom disclosure is made shall also agree to keep all such information confidential in accordance with the terms of this Section 18.20, and (ii) if disclosure is required by law or by any governmental authority or by regulatory or judicial process, provided that in such event Purchaser shall notify Seller in writing of such required disclosure, exercise all commercially reasonable efforts to preserve the confidentiality of the confidential information, as the case may be (including, without limitation, reasonably cooperating with the other party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded such confidential documents or information, as the case may be, by such tribunal), and disclose only that portion of the confidential information which it is legally required to disclose. If this Contract of Sale is terminated, such confidentiality relating to the Purchase Price and other financial terms shall be maintained. Notwithstanding anything herein to the contrary, the foregoing confidentiality obligations shall not apply to the extent that any such information is a matter of public record or is provided in other sources available to the real estate industry or the public other than as a result of disclosure by Seller or Purchaser, as applicable, or the Disclosure Parties. Notwithstanding the foregoing, Purchaser may include the Purchase Price, as required, on the various required returns and recording instruments.

[*Signatures on following page*]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Contract of Sale to be executed the day and year first above written.

Federal I.D. No.:

_____

SELLER:

MAPLE, INC

By: Darren K. Indyke
Name: Darren K. Indyke
Title: Secretary

Federal I.D. No.:

_____

PURCHASER:

BACK TO NYC 71, LLC

By: [redacted]
Name: [redacted]
Title: Managing Member

The provisions of Article 15 are hereby agreed to:

By:_____
Name:
Title:

IN WITNESS WHEREOF, Seller and Purchaser have caused this Contract of Sale to be executed the day and year first above written.

Federal I.D. No.:

SELLER:

MAPLE, INC

_____

By: _____
Name:
Title:

Federal I.D. No.:

PURCHASER:

BACK TO NYC 71, LLC

_____

By: [redacted]
Name: [redacted]
Title: Managing Member

The provisions of Article 15
are hereby agreed to:
First American Title Insurance Company

By: Lee Ann Branch
Name: Lee Ann Branch
Title: Escrow Agent

SCHEDULE A

Legal Description of Land

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and state of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 71st Street distant 225 feet easterly from the corner Formed by the intersection of the easterly side of 5th Avenue with the northerly side of 71st Street;

RUNNING THENCE Easterly along the northerly side of 71st Street 50 feet;

THENCE Northerly and parallel with 5th Avenue 102 feet 2 inches to the center line of the block between 71st and 72nd Streets;

THENCE Westerly along the said center line and parallel with 71st Street 50 feet;
THENCE Southerly and parallel with 5th Avenue 102 feet 2 inches to the northerly side of 71st

Street at the point or place of BEGINNING.

SCHEDULE B

Additional Permitted Liens and Encumbrances

Premises or part of premises have been designated as a landmark, Landmark Site or Historic District, by an instrument dated May 19, 1981 and recorded on July 2, 1982 in Reel 629 page 739, and are subject to the restricted use as provided in Chapter 21 of the New York city Charter and Title 25, Chapter 3 of the New York City Charter and Title 25, Chapter 3 of the New York City Administrative Code.

SCHEDULE C

Form of Seller's Affidavit

State of New York)
)ss.
County of _____)

_____ being duly sworn, deposes and says:

That I make this affidavit in respect to real property known as 9 East 71st Street, New York, New York (the "Premises") and that I make this affidavit in response to certain Exceptions contained in Title Report No. _____ issued by _____ (the "Title Report"), knowing that _____ will rely upon the truthfulness of the statements thereof.

2. The Premises are owned by Maple, Inc.(the "Fee Owner"). I make this affidavit as the _____ of the Fee Owner.

3. That the Fee Owner acquired title by deed dated_____ and recorded on _____ in Liber/Reel _____ page _____ .

4.Intentionally omitted.

5. That there has been no work done upon the Premises by the City of New York, nor has the City of New York made any demand for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance, or charges by the New York City Department of Environmental Protection for water tap closing or any related work, whether or not such charges are liens against the captioned property.

6. That no fees for inspection, reinspection, examination or services performed by the Department of Buildings have been levied, charged or incurred that may become a lien on the captioned premises.

7. That there are presently tenants in the Premises, and that each of the tenants is

_____ In possession under a lease containing a standard subordination clause fully and unconditionally subordinating the lease to all existing and future mortgages; or

_____ In possession as tenant only and there are no options or rights of first refusal contained in the lease or in any separate agreement with any such tenant.

That there are no tenants in possession of the captioned premises.

8. That none of the current fee owner(s) has been known by any other name in the past ten years other than:

9. That, for purposes of compliance with Section 265-a of the Real Property Law (Home Equity Theft Prevention Act), Affiant states of his/her own knowledge that there are no lawsuits or proceedings pending to foreclose a mortgage or tax lien affecting the Premises; and that the Premises is not subject to a mortgage which is in default (more than two months in arrears).

Sworn to before me this_____ day of _____, 20 _____ .

Notary Public

SETTLEMENT STATEMENT

Seller: Maple, Inc.
Purchaser: Back to NYC 71, LLC
Premises: 9 East 71st Street
New York, New York
Date of Closing: March 8, 2021

A. NET AMOUNT PAYABLE BY PURCHASER TO SELLER AT CLOSING:

Item		**Credit Seller**	**Credit Purchaser**
1.	Purchase Price	$51,000,000.00	
2.	Down Payment		$5,100,000.00
3.	Net Closing Adjustment (see Section B below)	$116,878.38	
	Subtotals:	$51,116,878.38	$5,100,000.00
	Net Amount Payable to Seller at Closing:	$46,016,878.38	

B. NET AMOUNT PAYABLE TO SELLER AT CLOSING PLUS DOWN PAYMENT TO BE PAID AS FOLLOWS:

	Amount	**Payee**	**Purpose**	**Method of Payment**
1.	$1,086,750.00	Kensington/Vanguard	NYC Transfer Tax- $726,750.00; NYS Transfer Tax - $331,500.00; water escrow - $8,000.00; violation fines escrow - $20,000.00; and title fees - $500.00	Wire – Ex. A
2.	$1,275,000.00	Modlin Group	Brokerage commission	Wire - Ex. B
3.	$70,350.00	Pall Mall Art Advisors	Property Reconciliation of Seller's Property	Wire – Ex. C
4.	$185,200.00	Aiston Fine Art Solutions	Packing Charges	Check
5.	$43,399,578.38	Seller	Balance of Purchase Price to Seller	Wire – Ex. D
	$46,016,878.38	**Total (w/out down payment)**		
	$5,100,000.00	**Plus Down Payment**		Wire – Ex. D
	$51,116,878.38	**Total**		
	$48,499,578.38	**Total Amount to be wired to Seller in accordance with wiring instructions attached as Exhibit D**		

EXHIBIT 2

C. CLOSING ADJUSTMENTS:

Item	**Credit Seller**	**Credit Purchaser**
1. Real Estate Taxes – $183,956.40 for 2020/2021 second half paid $1,016.33/day x 115 days	$116,878.38	

D. ADDITIONAL PAYMENTS BY PURCHASER - [redacted]
Tax

Dated: as of March __, 2021

APPROVED:

MAPLE, INC.

By: Darren K. Indyke

BACK TO NYC 71, LLC

By: _____

Dated: as of March __, 2021

APPROVED:

MAPLE, INC.

By: _____

BACK TO NYC 71, LLC

By: SEE ATTACHED _____

PURCHASER:

BACK TO NYC 71, LLC,
a New York limited liability company

By: [redacted]
Name: [redacted]
Title: Managing Member

NYC
Department of Finance

Property Tax Bill
Quarterly Statement

Activity through February 27, 2021

Owner name: MAPLE, INC.
Property address: 9 E. 71ST ST.
Borough, block & lot: MANHATTAN (1), 01386, 0010

Mailing address:
MAPLE, INC.
[redacted]

Outstanding Charges	$0.00
New Charges	$0.00
Amount Due	**$0.00**

Most Department of Finance services are available online:
- To pay your bill, visit nyc.gov/payonline.
- For general information, visit nyc.gov/finance.
- To submit a question to the Department of Finance, visit nyc.gov/dofaccount.

PTS - ZD
1400.01
1 - 0 - 1
20718

NYC
Department of Finance

THIS STATEMENT IS FOR YOUR INFORMATION ONLY

Pay Today The Easy Way
nyc.gov/payonline

Total amount due by April 1, 2021 $0.00

4289008429 PRESORT 8429 1 AV 0.395 P1C34 <3>

#811596021022701#

MAPLE, INC.
[redacted]

Amount enclosed:

Make checks payable & mail payment to:
NYC Department of Finance
P.O. Box 680
Newark NJ 07101-0680

EXHIBIT 3

811596021022701 01 1013860010 000000000000 000000000000 210401112021000 3

Previous Charges	Amount
Total previous charges including interest and payments	**$0.00**

Overpayments/Credits	Activity Date	Due Date	Amount
Credit Balance		01/01/2021	$-2,145.24
Total overpayments/credits remaining on account			**$2,145.24**

You must apply for a refund or a transfer of credits resulting from overpayments within six years of the date of the overpayment or credit. Please note that overpayments and credits are automatically applied to unpaid taxes.

Annual Property Tax Detail

		Overall Tax Rate	Taxes
Tax class 1 - Small Home, Less Than 4 Families			
Current tax rate		21.0450%	
Estimated Market Value $55,861,000			
Billable Assessed Value	**$1,758,413**		
Taxable Value	$1,758,413 x 21.0450%		
Tax Before Abatements and STAR	$370,058.04		**$370,058.04**
Annual property tax			**$370,058.04**

Please call 311 to speak to a representative to make a property tax payment by telephone.

For information about the interest rate charged on late payments, visit nyc.gov/taxbill.

Register to receive your property tax payment receipts by email! Visit nyc.gov/contactdof to sign up.

Home banking payment instructions:

1. **Log** into your bank or online bill pay website.
2. **Add** the new payee: NYC DOF Property Tax. Enter your account number, which is your boro, block and lot, as it appears here: 1-01386-0010 . You may also need to enter the address for the Department of Finance. The address is P.O. Box 680, Newark NJ 07101-0680.
3. **Schedule** your online payment using your checking or savings account.

Did Your Mailing Address Change?
If so, please visit us at **nyc.gov/changemailingaddress** or call **311.**

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

KENSINGTON VANGUARD
NATIONAL LAND SERVICES
39 W 37th Street, 3rd fl, New York, NY 10018
Phone: (212) 532-8686 Fax:(212)532-8610

PRELIMINARY TITLE INSURANCE CLOSING INVOICE

Title No.: [redacted]
Premises: 9 East 71st Street, [redacted]
Buyer(s): Back to NYC 71, LLC
Buyer(s): Attorney(s): Schwartz Sladkus Reich Greenberg LLP Fax: (212)743-7001
Seller(s): Maple INC.
Seller(s) Attorney(s): Simon D Cices
Bank Attorney: KV Settlement, LLC

Invoice Date: 03/01/21
Settlement Date: 03/05/21

CHARGE DESCRIPTION	BUYER	SELLER	LENDER
POLICY PREMIUMS:			
Owner's Policy Premium	$142,571.00		
Policy Premiums Sub Total:	**$142,571.00**	**$0.00**	**$0.00**
ENDORSEMENTS:			
Standard New York Owner's Policy			
Single Tax Parcel Endorsement	$50.00		
Land Same As Survey Endorsement	$50.00		
Waiver of Arbitration	$50.00		
Endorsements Sub Total:	**$150.00**	**$0.00**	**$0.00**
OTHER CHARGES:			
Bankruptcy Search	$10.89		
Closer Fee	$450.00		
Surveyor Fee	$3,800.00		
Escrow Service Fee		$50.00	
Municipal Violation Letter		$150.00	
Municipal Searches	$489.94		
Patriot Name Search	$10.89		
Final Water Meter Reading		$150.00	
ACRIS Prep Fee		$150.00	
Elevator Violation Payoff		$20,000.00	
Final Water Reading Escrow		$8,000.00	
Other Charges Sub Total:	**$4,761.72**	**$28,500.00**	**$0.00**
RECORDING FEES:			
Deed	$450.00		
NYC RPTT		$726,750.00	
NYS RETT		$331,500.00	
Mansion Tax	$1,989,000.00		
Recording Fees Sub Total:	**$1,989,450.00**	**$1,058,250.00**	**$0.00**
TOTALS:	**$2,136,932.72**	**$1,086,750.00**	**$0.00**

TITLE POLICIES AND INFORMATION

* **Fee Policy for $51,000,000.00**
  Final Premium $142,571.00
* Property Type: Other
  Property Use: Commercial

PAYOR	
TOTAL	

PAYEE	
TOTAL	

Please remit payment to:
Kensington Vanguard National Land Services of NY, LLC

EXHIBIT 4

NOTICE: Title costs for this transaction may include charges for certain services not specified in the state approved Rate Manual and are provided by this Company at the request of your lender or attorney.

KENSINGTON VANGUARD
NATIONAL LAND SERVICES
39 W 37th Street, 3rd fl, New York, NY 10018
Phone: (212) 532-8686 Fax:(212)532-8610

PRELIMINARY TITLE INSURANCE CLOSING INVOICE

Title No.:	[redacted]	**Invoice Date:** 03/01/21
Premises:	9 East 71st Street, New York, [redacted]	**Settlement Date:** 03/05/21
Buyer(s):	Back to NYC 71, LLC	
Buyer(s): Attorney(s):	Schwartz Sladkus Reich Greenberg LLP Fax: (212)743-7001	
Seller(s):	Maple INC.	
Seller(s) Attorney(s):	Simon D Cices	
Bank Attorney:	KV Settlement, LLC	

NOTICE REGARDING ANCILLARY SERVICES

TITLE COSTS FOR THIS TRANSACTION MAY INCLUDE CHARGES FOR CERTAIN SERVICES NOT SPECIFIED IN THE TIRSA RATE MANUAL AND ARE PROVIDED BY KENSINGTON VANGUARD NATIONAL LAND SERVICES OF NY, LLC AT THE REQUEST OF YOUR LENDER OR ATTORNEY. THE ISSUANCE OF THE TITLE POLICY IS NOT DEPENDANT UPON THE PERFORMANCE OF SUCH ADDITIONAL SERVICES.

ACRIS Login Info: User ID_____Password_____

Title/Escrow agent may receive a financial benefit from the financial institution with which the funds are held and processed.

Please Note: The policy issuing agent in connection with this transaction will retain 80-85% of the premium and endorsement costs.

MEMORANDUM DISCLOSURE TO TITLE INVOICE

In Compliance with Sec. 2119(f) of the NY Ins Law and 35.6(a) of the DFS Regulation 11, the parties below acknowledge that *I have reviewed* the above charges including but not limited to title premiums and ancillary charges as well as NYS or NYC (or other appropriate jurisdiction) mandated transfer taxes and/or mortgage recoding taxes, *I acknowledge that these charges have been explained to me and that I understand them as set forth above.*

NOTE: This memorandum of acknowledgment is required to be signed pursuant to the above referenced laws of the State of New York.

_____
Date

Back to NYC 71, LLC

BY:_____

_____
Date

Maple INC.

BY:_____

Modlin Group LLC

INVOICE

152 West 57th Street
New York, NY 10019

DATE: March 1, 2021

Bill To:

[redacted]

DESCRIPTION	AMOUNT
Commission: 2.5% Commission for the sale of 9 East 71st Street	$ 1,275,000.00
Purchase Price: $51,000,000	
Modlin Group License: 109939302	
TOTAL	$ 1,275,000.00

Make all checks payable to **The Modlin Group**
If you have any questions concerning this invoice, contact [redacted]

THANK YOU FOR YOUR BUSINESS!

EXHIBIT 5

PALL MALL
ART ADVISORS

Invoice

161 Washington St, Ste 320
West Conshohocken, PA 19428

Date	Invoice #
2/15/2021	7242

Bill To

Estate of Jeffrey E. Epstein
[redacted]

Terms
Due on receipt

Quantity	Description	Rate	Amount
	New York PMAA Reps thru Feb 25 for Reconciling, indentifying, sorting & tagging of property - 1 Rep Mon - Fri @ $2,000, 3 Reps Mon - Thu @ $2,000, 1 Rep Mon - Wed @ $2,000: $40,000 ($10,000 efficiency with 4 reps wrapping week early) 1 PMAA Rep Sat - Fri @ $2,000: $14,000 (1 PMAA Rep on Feb 26 @ No Charge) 1 PMAA Rep for 2 days @ $2,000 per day (Front Door), 2 days Per Diem $600: No Charge Travel, housing & meals - $6,600 ($2,700 efficiency) Video - $1,500 Parking - $1,000 1 Rep before/after hours -Overtime - $7,250 (reduced from 2 Reps) Wire Instructions: PNC Bank, ABA 031000053 Acct [redacted] Beneficiary Pall Mall Art Advisors	70,350.00	70,350.00

EXHIBIT 6

Please Remit Payment via Wire. See enclosed PMAA Wiring Instructions.

Total	$70,350.00
Payments/Credits	$0.00
Balance Due	$70,350.00

Aiston Fine Art Services
P.O. Box 3434, Grand Central Station
New York, NY 10163 US
+1 7184332460
accounts@aiston.com
www.aiston.com

INVOICE

BILL TO
Estate of Jeffrey E. Epstein
[redacted]

INVOICE	30709
DATE	02/26/2021
TERMS	Due on receipt
DUE DATE	02/26/2021

DESCRIPTION
9 East 71st Street

AISTON JOB REF.
[redacted]

DESCRIPTION	AMOUNT
Comprehensive charges as estimated, for Aiston crews on site at 9 East 71st Street, Monday Feb 15th to Friday Feb 26th, pack art, furniture and decorative items on site as directed, remove all packed items, 2 x Genie Lifts, personal effects items pre-packed by staff and sundry kitchen and miscellaneous objects, load multiple trucks and transfer to Aiston's climate controlled-storage in Edgewood, Long Island, unload and place into storage. Payment of third party vendors to remove chandeliers, remove Chinese wall panels in foyer, dismantle 3 x sofas, dismantle and remove gym equipment, wrap and remove piano	185,260.00

transit insurance not provided by Aiston Fine Art Services

BALANCE DUE **$185,260.00**

EXHIBIT 7

MAPLE, INC.

(Grantor)

to

BACK TO NYC 71, LLC

(Grantee)

DEED

Dated: as of March ___, 2021

Property: 9 East 71st Street
New York, New York
Block: 1386
Lot: 10

RECORD AND RETURN TO:

Schwartz, Sladkus, Reich, Greenberg & Atlas, LLP
444 Madison Avenue, 6th Floor
New York, NY 10022
Attn: Jeffrey Reich

EXHIBIT 8

DEED

THIS INDENTURE dated as of March ___, 2021 by **MAPLE, INC.**, a U. S. Virgin Islands corporation, having an address at 9053 Estate Thomas, Suite 101, St. Thomas, U.S. Virgin Islands 00802 ("Grantor") to **BACK TO NYC 71, LLC**, a New York limited liability company, having an address 9 East 71st Street, New York, New York 10013 ("Grantee").

WITNESSETH

That Grantor, in consideration of TEN and 00/100 ($10.00) DOLLARS and other good and valuable consideration, does hereby grant and release unto Grantee, and the heirs or successors and assigns of the Grantee forever,

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the City and State of New York, and more particularly described on Schedule A attached hereto.

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of Grantor in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs, successors and assigns of Grantee forever.

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this deed so requires.

SAID premises being and intended to be the same premises conveyed to Grantor by deed, dated December 23, 2011 and recorded in the Office of the Register of the City of New York, New York County, on January 10, 2012 in CRFN 2012000008342.

[Signature on following page]

IN WITNESS WHEREOF, Grantor duly executed this deed as of the day and year first above written.

GRANTOR:

MAPLE, INC.

By: Darren K. Indyke
Darren K. Indyke
Seretary

STATE OF FLORIDA)
) ss.:
COUNTY OF PALM)
BEACH

On the 2nd day of March the year 2021, before me, the undersigned, a Notary Public for said state, personally appeared Darren Landyke, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public State of Florida
Alexander Coggins
My Commission GG 933780
Expires 11/21/2023

Notary Public

SCHEDULE A

Legal Description

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and state of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 71st Street distant 225 feet easterly from the corner Formed by the intersection of the easterly side of 5th Avenue with the northerly side of 71st Street;

RUNNING THENCE Easterly along the northerly side of 71st Street 50 feet;

THENCE Northerly and parallel with 5th Avenue 102 feet 2 inches to the center line of the block between 71st and 72nd Streets;

THENCE Westerly along the said center line and parallel with 71st Street 50 feet;

THENCE Southerly and parallel with 5th Avenue 102 feet 2 inches to the northerly side of 71st Street at the point or place of BEGINNING.

Activity - Deposit Accounts

Report created: 03/09/2021 07:38:29 AM (ET)
Account: [redacted] *6794 • Checking • MAPLE INC
Date range: 2/24/2021 to 3/9/2021
Transaction types: All transactions
Detail option: Includes transaction detail

[redacted] • *6794 • Checking • MAPLE INC

Post Date	*Reference*	*Additional Reference*	*Description*	*Debit*	*Credit*	*Calculated Balance*
03/09/2021 07:38 AM (ET)		5067	MISCELLANEOUS DEBIT GENERIC DR/CR	$15.00		$0.00
03/09/2021 07:38 AM (ET)		5052	INCOMING WIRE TRANSFER GENERIC DR/CR		$43,399,578.38	$15.00
03/09/2021 07:38 AM (ET)		2177	MISCELLANEOUS DEBIT GENERIC DR/CR	$15.00		($43,399,563.38)
03/09/2021 07:38 AM (ET)		2174	INCOMING WIRE TRANSFER GENERIC DR/CR		$5,099,900.00	($43,399,548.38)
[redacted]			[redacted]	[redacted]		($48,499,448.38)
03/09/2021	**Totals**			[redacted]	**$48,499,478.38**	

EXHIBIT 9