

## ESCROW AGREEMENT

**THIS ESCROW AGREEMENT** (the “Agreement”) is entered into on this 25<sup>th</sup> day of September, 2025, by and between **CHARLES HENRY PROPERTIES, LLC**, having an address of 336 East 56<sup>th</sup> Street, New York, NY 10019 (the “Adjacent Owner”), **X11 FIRST AVE LLC**, having an address of c/o Vanbarton Group, 292 Madison Avenue, New York, New York 100176 (the “Project Owner”), and **VERNON & GINSBURG, LLP | 261 MADISON AVE, 26TH FLOOR, NEW YORK, NY 10016 212.949.7300 X201 | FAX: 212.697.4432 (“Escrow Agent”)), as follows:**

**WHEREAS**, Project Owner is the owner of the premises and all improvements thereon located at 1011 1<sup>st</sup> Ave, New York, NY 10022, and identified on the tax maps of the City of New York as Block 1348, Lot 23 (the “Project Premises”); and

**WHEREAS**, Adjacent Owner owns the premises and all improvements thereon located at 336 E 56<sup>th</sup> Street, New York, NY 10019 and identified on the tax maps of the City of New York as Block 1348, Lot 35 (the “Adjacent Premises”); and

**WHEREAS**, Project Owner intends to perform exterior construction work that includes vertical extension to the existing building at the Project Premises, as well as exterior renovation to the façade of the building on the Project Premises (the “Project”) and, in connection therewith, may be required to access the Adjacent Premises for the purpose of implementing certain protective measures relating to the Project (the “Access”); and

**WHEREAS**, Adjacent Owner and Project Owner (collectively, the “Property Owners”) are about to commence negotiating the terms of a license agreement for Access during the Project (the “License Agreement”); and

**WHEREAS**, Project Owner has agreed to reimburse Adjacent Owner for its reasonable project manager’s, engineer’s, architect’s, and attorney’s fees (the “Professional Fees”) incurred in connection with the negotiation of the License Agreement and review of construction and safety plans concerning the Project (the “Plans”), pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the Adjacent Owner has requested, and Project Owner has agreed, to deposit the sum of Ten Thousand Dollars (\$10,000.00) into escrow (the “Escrow Funds”) to be distributed for reimbursement of Adjacent Owner’s Professional Fees in accordance with the terms of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Property Owners and Escrow Agent agree as follows:

### 1. The Escrow Fund

A. Upon the execution of this Agreement, and before negotiations of the License Agreement shall commence, Project Owner shall deposit with the Escrow Agent the Escrow Funds, which shall be held by Escrow Agent in Escrow Agent’s general IOLA account (which IOLA account it is understood has other clients escrow money, but will not be comingled with

any other accounts) and distributed to Adjacent Owner, or directly to vendors, for Professional Fees upon Adjacent Owner's or Escrow Agent's written direction in a "Payment Notice" (defined herein), in accordance with the terms and conditions of this Agreement.

B. The Escrow Funds shall be dedicated solely to reasonable and actual Professional Fees for the preparation, review, negotiation, and execution of the License Agreement, and the review, comment, and approval of the nature and extent of the Access and the Plans.

## **2. Payment of the Professional Fees from the Escrow Funds**

Adjacent Owner or Escrow Agent (as counsel to Adjacent Owner) shall provide notice (via email) to Project Owner to Alison Laudat at [laudat@vanbartongroup.com](mailto:laudat@vanbartongroup.com), with a copy to counsel, Brett B. Theis and Justin S. Weitzman, at [btheis@rosenbergestis.com](mailto:btheis@rosenbergestis.com) and [jweitzman@rosenbergestis.com](mailto:jweitzman@rosenbergestis.com), for Project Owner and if notice is by Adjacent Owner then also to the Escrow Agent (dvernon@vllp.com and avernon@vllp.com), of any intent to draw on the Escrow Funds. Such notice shall include a copy of invoices that are sufficiently detailed (*i.e.*, timekeeper name, date, and hours worked) to allow Project Owner to ascertain that the Professional Fees were reasonably incurred (the "Payment Notice").

If Escrow Agent does not receive an objection to a Payment Notice within five (5) business days from the tender of such notice, Escrow Agent shall distribute to Adjacent Owner the amount set forth in the Payment Notice. Project Owner shall provide objections to a Payment Notice via email to Adjacent Owner's ([claude@charleshenryproperties.com](mailto:claude@charleshenryproperties.com)) with a copy to counsel, **DARRYL M. VERNON | VERNON & GINSBURG, LLP | 261 MADISON AVE, 26TH FLOOR, NEW YORK, NY 10016 212.949.7300 X201 | FAX: 212.697.4432 [DVERNON@VGLLP.COM](mailto:DVERNON@VGLLP.COM) and [avernon@vllp.com](mailto:avernon@vllp.com).**

If there is a timely objection to a Payment Notice, Escrow Agent shall hold the amount in dispute in the Payment Notice until otherwise directed by agreement between the Property Owners or a final, non-appealable judgment, order, or decree of a court of competent jurisdiction. Escrow Agent shall further have the right, if no resolution of the dispute regarding the Payment Notice is reached within ten (10) days of Project Owner's tender of a notice of objection, to deposit the Escrow Funds with the New York County Clerk, with written notice to the Property Owners. For the duration of this Agreement, if the Escrow Funds are depleted to a balance of Five Thousand Dollars (\$2,500.00) or less, Project Owner shall replenish the Escrow Funds to raise the balance to Ten Thousand Dollars (\$10,000.00) within five (5) business days of written notice from the Escrow Agent via email.

Any unused portion of the Escrow Funds shall be returned to the Project Owner upon execution of the License Agreement unless the License Agreement expressly provides otherwise, or in accordance with Paragraph 4 below.

## **3. Escrow Agent**

The Property Owners acknowledge that Escrow Agent is acting solely at their request and for their convenience and that Escrow Agent shall not be liable to the Property Owners for

any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this Agreement. To the fullest extent permitted by law, the Property Owners jointly and severally agree to defend, indemnify and hold harmless Escrow Agent and its members, partners and employees with respect to any and all costs, claims and expenses (including reasonable attorneys' fees and attorney fees incurred to enforce this clause) incurred by or asserted against Escrow Agent as a result of or in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of this Agreement. The Property Owners further agree that Escrow Agent's role as described hereunder shall in no way effect or disqualify it in its representation of Adjacent Owner or any related parties in connection with any matter, including, without limitation, matters relating to this Agreement, whether or not adverse to Project Owner and whether or not Escrow Agent remains in possession of any of the Escrow Funds. The Property Owners irrevocably authorize Escrow Agent to rely on a decision of any court of competent jurisdiction and any final written and signed agreement between the Property Owners presented to the Escrow Agent resolving any dispute as the distribution of any portion of the Escrow Funds.

Escrow Agent shall not be compensated for holding and/or distributing the Escrow Funds.

#### **4. Termination**

Each of the Property Owners shall have the right, at any time, to terminate this Agreement upon email notice (given in the manner set forth in Paragraph 2) [the "*Termination Notice*"], and such termination shall be effective upon receipt of the Termination Notice, except that Adjacent Owner's counsel shall have right to request a draw on the Escrow Funds for Professional Fees incurred prior to the receipt of the Termination Notice in accordance with Paragraph 2 above within five (5) business days after the delivery of a Termination Notice. Unless Project Owner objects to such draw in accordance with Paragraph 2 above, then Escrow Agent shall distribute the amount set forth in the Payment Notice and the unused portion of the Escrow Funds, if any, shall be promptly returned to the Project Owner.

#### **5. Miscellaneous Provisions**

The terms herein set forth may only be changed or modified by written agreement signed by all Parties hereto.

If any provision or provisions herein are determined to be illegal or unenforceable for whatever reasons, such provision or provisions shall be deemed excised from this document and the remaining provisions shall remain in full force and effect as if the excised provisions were never included herein.

This Agreement shall be construed under, and pursuant to, the laws of the State of New York, without regard to New York's choice of law principles. Any action commenced by a party relating to, or arising from, this Agreement shall be brought in New York County Supreme Court. Property Owners agree that they shall be subject to personal jurisdiction in New York with respect

to any action commenced by one party against the other arising out of or relating to this Agreement.

This Agreement may be executed in counterparts and fax copies and/or electronically scanned copies of signatures shall have the same effect as original signature.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed as of the day and year first written above.

**CHARLES HENRY PROPERTIES, LLC**

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**By: Claude Simon**  
**Title: Managing Member**

**XII FIRST AVE LLC**

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**By: Damiano Buffa**  
**Title: Authorized Signatory**

**Accepted solely as to escrow agent terms**

**VERNON & GINSBURG, LLP**

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**By: DARRYL M. VERNON**  
**Authorized**  
**Signatory solely as**  
**Escrow Agent**