

ATTORNEY GENERAL OF THE STATE OF NEW YORK
REAL ESTATE FINANCE BUREAU

In the Matter of

Assurance No. 26-017

**Investigation by LETITIA JAMES,
Attorney General of the State of New York, of**

West 37th ST LLC and 441 W 37 SME LLC,

Respondents.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to New York Executive Law (“EL”) § 63(12) and New York General Business Law (“GBL”) §§ 352-e and 353 (“the Martin Act”) into the offering of real estate securities in the 441 West 37th Street Condominium, located at 441 West 37th Street, New York, New York 10018 (“Condominium”). This Assurance of Discontinuance (“Assurance”) contains the findings of OAG’s investigation, and the relief agreed to by OAG and Respondents West 37th ST LLC, and 441 W 37 SME LLC (the “Respondents” and together with OAG, the “Parties”).

OAG’s FINDINGS

General Background

1. Respondent West 37th ST LLC (“Sponsor”) is a New York limited liability company with a registered address at 884 Eastern Parkway, Brooklyn, New York 11213 and is the Sponsor of the Condominium.
2. The original and sole disclosed principal of the Sponsor was Levi Balkany.

3. Non-party Eagle Equity 37 LLC (“Eagle Equity”) was an undisclosed principal of the Sponsor and owned the shares of Sponsor. Eagle Equity is a New York limited liability company with a registered address at 884 Eastern Parkway, Brooklyn, New York 11213.

4. Non-party D Solnick Design & Management, LLC (“D Solnick”) is a Wyoming limited liability company with a registered address at 6234 Yellowstone Road, Box. 1557, Cheyenne, WY 82009. D Solnick is purportedly the real estate investment vehicle of architect David Solnick, whose company was a tenant-in-common owner of the Condominium.

5. Sponsor and non-party D Solnick were each 50% tenants-in-common owners of the Condominium.

6. Respondent 441 W 37 SME LLC is a New York limited liability company with a registered address at 200 Park Avenue, New York, New York 10166. Respondent 441 W 37 SME LLC is the mezzanine loan lender.

7. Non-party 441 W 37 Capital LLC (“Sponsor’s Lender”) is a New York limited liability company with a registered address at 200 Park Avenue, New York, New York 10166.

8. The Condominium is a luxury new construction building consisting of nine (9) residential condominium units and one (1) commercial unit.

The Governing Law

9. The Martin Act protects the public from fraudulent practices in the public offer and sale of securities, such as residential condominium units. GBL §§ 352 *et seq.*

10. The Martin Act (and OAG regulations Title 13, New York Codes, Rules and Regulations (“NYCRR”) Part 20) requires that before a condominium sponsor may offer or sell units in a condominium, the sponsor must submit an offering plan to OAG and such offering plan must be accepted for filing by OAG. GBL § 352-e(2).

11. An offering plan must set forth all the material terms of the offer. 13 NYCRR Part 20.3(d)(1). The Martin Act prohibits, in an offering plan, omission of any material fact, or inclusion of any untrue statement of material fact. GBL § 352-e(1)(b).

12. OAG regulations define a “sponsor,” in relevant part, as:

[A]ny person, partnership, joint venture, corporation, company, trust, association or other entity which makes or takes part in a public offering or sale in or from the State of New York of securities consisting primarily of shares or participation interests or investments in real estate including condominium units and other cooperative interests in realty

....

13 NYCRR Part 20.1(c)(1).

13. OAG regulations define a “principal” of a sponsor as “all individual sponsors, all general partners of sponsors that are partnerships, all officers, directors and shareholders of a corporate sponsor that are actively involved in the planning or consummation of the offering, and all other individuals who both: (i) own an interest in or control sponsor; and (ii) actively participate in the planning or consummation of the offering, regardless of the form of organization of sponsor.” 13 NYCRR Part 20.1(c)(2).

14. The Martin Act requires sponsors and their principals to discharge certain obligations and undertake certain responsibilities when making public offerings of real estate securities. For example, and among other things, the Martin Act and OAG regulations require that sponsors and principals ensure that the offering plan and all exhibit and ancillary documents thereto are accurate and current. To that end, the Martin Act and OAG regulations require that sponsors and principals continue to update and amend their offering plan and all exhibits, and ancillary documents thereto as material facts and circumstances of the offering change. 13 NYCRR Parts 20.3(t), 20.5.

15. A change in the ownership of a sponsor entity, the principals of a sponsor, and/or the financial solvency of the sponsor is a material change that requires an amendment to the offering plan. *See* 13 NYCRR Parts 20.3, 20.4, 20.5.

16. Repeated violations of the Martin Act (or OAG regulations), constitute separate violations of the Executive Law prohibiting such repeated and persistent frauds or illegalities. EL § 63(12).

17. Article 9 of Uniform Commercial Code (“UCC”) provides for, among other things, a mechanism for secured parties to sell collateral that secures a loan after default of a loan agreement. *See* UCC § 9-610.

18. The UCC states that “[a] secured party may purchase collateral ... at a public disposition; or ... at a private disposition only if the collateral is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations.” UCC § 9-610(c).

19. In practice, assuming a commercially reasonable disposition process, a secured party may “credit bid” an amount equal to all or a portion of the debt owed to it by the borrower at either a public or private auction of the collateral and, if declared the “winner,” the secured party obtains a right to become the owner of that collateral pursuant to the terms of sale. *See id.*; UCC § 9-617.

Formation of the Condominium

20. On or about May 30, 2019, Sponsor submitted an offering plan (“Offering Plan”) under Part 20 of OAG’s regulations governing newly constructed, vacant or non-residential condominiums.

21. On or about April 27, 2020, OAG accepted the Offering Plan for filing and Sponsor commenced marketing and sales activity.

22. On or about August 17, 2021, Sponsor submitted the First Amendment to the Offering Plan, disclosing that, among other things:

- a. Sponsor had entered sales contracts comprising 22% of the total units offered to the public and therefore had gone “effective”; and
- b. Sponsor had entered into two (2) loan agreements, secured by mortgages (both dated October 10, 2018) on the Condominium held by Sponsor’s Lender, for a total of \$11,000,000.

23. OAG accepted the First Amendment for filing on or about May 25, 2022.

24. The Second Amendment to the Offering Plan, a price-change only amendment, was accepted for filing by OAG on November 24, 2021, before the First Amendment had been accepted for filing by OAG (as is generally permitted by OAG policy in such circumstances).

25. The two (2) mortgages Sponsor’s Lender held were senior priority loans secured by the real property (*i.e.*, the land and the building itself) and were comprised of a \$4,500,000 acquisition loan and a \$6,500,000 building loan (collectively the “Mortgages”).

26. Respondents represent that the Mortgages were accompanied by an Assignment of Leases and Rents (“ALR”), which granted Sponsor’s Lender the right to enter into leases and collect rents, issues, and profits from the property, to be used to pay down the loan agreements or apply payments as deemed fit. Respondents further represent that Sponsor’s Lender had and continues to have as of the date of this Assurance the right to collect rents with or without taking possession of the property, including in the event of default.

27. Subsequently, on or about September 25, 2020, Sponsor borrowed an additional \$3,000,000 from Respondent 441 W 37 SME LLC. This loan was secured by the shares owned by respectively by Sponsor and David Solnick (*i.e.*, 100% of the equity shares in each company that owned and controlled the Condominium as tenants-in-common) through their respective companies, EE 37 MEZZ LLC and/or DS37 MEZZ LLC, established to facilitate the mezzanine loan in the Sponsor (the “Mezzanine Loan”).

28. Levi Balkany also executed a personal guaranty for the entire debt of \$14,000,000 in favor of another entity owned or controlled by Sponsor’s Lender.

29. On or about May 13, 2022, Levi Balkany filed a voluntary petition for Bankruptcy protection under Chapter 7 of the U.S. Bankruptcy Code (EDNY Bank. 22-41041).

30. After April 27, 2020, Sponsor had commenced sales and marketing activity (through hired real estate agents) unabated and had submitted the First Amendment to the Offering Plan to OAG for regulatory review on August 17, 2021, which was accepted for filing by OAG on May 25, 2022. Notwithstanding, Sponsor failed to update or supplement the pending First Amendment with OAG and disclose that Levi Balkany its principal had then recently filed a petition in Bankruptcy Court. As such, the Offering Plan and First Amendment contained inaccurate and non-current information about the Sponsor and principals, in contravention of the Martin Act and OAG regulations.

31. Thereafter, on or about September 12, 2022, Sponsor submitted to OAG a Third Amendment to the Offering Plan, which, among other things, disclosed that:

- a. Levi Balkany, who had been Sponsor’s Principal, had been replaced as Principal with Pearl Chen, Levi Balkany’s spouse as of August 19, 2022; and

- b. Levi Balkany had filed for personal bankruptcy on May 13, 2022, allegedly after he was no longer involved in the day-to-day planning and management of the Condominium and without filing an amendment prior to or simultaneously with his bankruptcy.

The Third Amendment is still under review by OAG as a result of information uncovered by the OAG's investigation and has not yet been accepted for filing by OAG as of the date of this Assurance. No further amendments can be made until the pending amendment is accepted (or rejected) for filing by OAG.

32. On or about September 2022, Sponsor stopped paying to the Condominium the monthly maintenance fees, etc. due on the three (3) unsold units it still owned, which as of April 28, 2026, totaled more than \$523,810.76. Sponsor is required by the Martin Act and OAG regulations to make these payments timely.

33. Between 2022 and 2023, Sponsor ceased making payments on the loans to Sponsor's Lender.

34. On or about October 17, 2023, Respondent 441 W 37 SME LLC conducted a UCC auction in accordance with its rights under the Mezzanine Loan and UCC § 9-610 on the shares (i.e., the collateral) securing the Mezzanine Loan. Respondents represent that no other bidders were present at the auction. As permitted by UCC § 9-610(c), 441 W 37 SME LLC credit-bid its debt at the auction and was the high bidder at the UCC auction—i.e., 441 W 37 SME LLC “won” the auction.

35. Due to 441 W 37 SME LLC's successful bid at the UCC auction for all the shares in the Sponsor entity and its subsequent control of the Sponsor, beginning on October 17, 2023, Eagle Equity no longer had control of the Sponsor and Levi Balkany no longer met the definition

of a principal of the sponsor per OAG regulations (however, Levi Balkany improperly remained the registered disclosed principal of the Sponsor despite no longer meeting the definition of a principal of the sponsor per OAG regulations).

36. In order to obtain title to the collateral that was pledged by Sponsor and D. Solnick, which was securing the Mezzanine Loan, Respondents were required to consummate the UCC Foreclosure Sale (*i.e.*, the auction) by complying with the obligations and requirements set forth under the auction's "Terms of Sale"—including, but not limited to, completing a certification form and a memorandum of sale. Respondent 441 W 37 SME LLC did not do so. The effect of failing to consummate the auction created confusion among the other independent shareholders in the Condominium as to the new owner of the Sponsor.

37. In any event, after successfully winning the UCC auction, Respondent 441 W 37 SME LLC exercised indicia of ownership, control, and dominion over the Sponsor entity indicative of beneficial ownership of the Sponsor entity. For example, it assumed and exercised all economic and governing control over the Sponsor, particularly the management of Sponsor's three (3) unsold units in the Condominium, which during late 2023 and most of 2024 included the continued marketing and attempts to sell such units to members of the public. Respondent 441 W 37 SME LLC continued to retain the services of several residential real estate brokers, including Compass and Serhant, to initially sell and then, later, to lease its unsold units. 441 W 37 SME LLC ultimately rented Unit PH 1 for \$12,000 a month and Unit TH for \$10,000 a month. Sponsor's Lender executed the two leases as "Landlord." These leases have, however, expired as of the date of this Assurance. 441 W 37 SME LLC also continued to retain the services of AKAM Living Services, Inc. to manage the daily operations of the condominium

overall, collect rents, common charges, and perform other managerial responsibilities for the Condominium.

38. OAG finds that under the above recited facts 441 W 37 SME LLC was in fact the beneficial owner of the Sponsor following its successful bid at the UCC auction.

39. Under OAG regulations, a sponsor remains bound to comply with the terms of its offering plans regardless of a change in ownership or control of the sponsor entity. Therefore, Sponsor here was legally obligated to comply with the terms of the Offering Plan regardless of the change in ownership and control of the Sponsor entity. Respondent 441 W 37 SME LLC as beneficial owner of Sponsor automatically assumed all responsibilities and obligations of the Sponsor as a result of its successful bid at the UCC auction for all of the shares in the Sponsor entity (regardless of any strict fidelity to UCC Article 9)—effectively “stepping into the shoes” of the former owner of the Sponsor entity, Eagle Equity. Thus, Respondent 441 W 37 SME LLC’s control over the Sponsor entity required it to comply with the Martin Act obligations of the Sponsor, or minimally, ensure the Sponsor was fulfilling its duties in accordance with the law. Moreover, Eran Silverberg and Max Belinsky, based upon their actions as officers of Sponsor’s Lender, became undisclosed principals of the Sponsor when 441 W 37 SME LLC assumed ownership of the Sponsor entity. However, Mssrs. Silverberg and Belinsky were not aware of such obligations until several months later until so informed by OAG during its inquiry into the transaction.

40. Respondents contend that following the UCC auction, 441 W 37 SME LLC exercised its rights to collect rents from the property, as permitted by and through the ALR.

41. Respondents represent that at no time did Respondent 441 W 37 SME LLC have the right to unilaterally sell the Sponsor’s three (3) unsold units as their operating agreements

required assent by their investors to do so. Notwithstanding, Respondents continued working with Sponsor's real estate sales brokers to market and rent these units.

42. No subsequent revisions or updates to the pending Third Amendment has been submitted to OAG by Sponsor detailing the events of the UCC foreclosure or any change to ownership or control. No supplemental or revised Broker-Dealer Registration Statement has been submitted to OAG identifying any new principal(s) of the Sponsor.

43. The Board of Managers, while wholly operated by a Sponsor owned and controlled by 441 W 37 SME LLC, was never formally turned over to independent shareholders in violation of the offering plan and the Martin Act.

44. Several owners of units in the Condominium complained to OAG, alleging that Sponsor had not discharged its obligations as provided in the Offering Plan and under the Martin Act.

45. OAG commenced an inquiry into these allegations and reviewed all filings and other documentary evidence obtained from the complainants.

46. OAG provided Sponsor a reasonable opportunity to remedy the allegations raised by the complaint, yet Sponsor failed to address them.

OAG Investigation

47. OAG thereafter commenced an investigation and issued subpoenas to obtain documentary evidence.

48. As a result of its investigation OAG concluded that 441 W 37 SME LLC, though exercising complete dominion and control over the Sponsor through its sole ownership following the UCC auction, failed to pay monthly common charges for Sponsor-owned units. Furthermore, it failed to discharge various obligations incurred after the UCC auction and inherent to the status

of it being a Sponsor, namely updating the Offering Plan and Broker-Dealer Registration Statement, organizing and holding board of manager meetings, ensuring the completion and inspection of various building functions (including the fire suppression system and elevator), paying real estate taxes, securing temporary certificates of occupancy (“TCO”), and obtaining a permanent certificate of occupancy (“PCO”).

49. Respondent 441 W 37 SME LLC contends that it was a Mezzanine Lender foreclosing its collateral. Further, Respondent 441 W 37 SME LLC alleges it sought to recoup any losses following default on the Mezzanine Loan and did not have any obligations to the Condominium.

50. OAG finds that the obligations of the Sponsor remained the same both before and after the UCC foreclosure sale. Sponsor’s new beneficial owners exercising dominion and control over it required it to not only enjoy the benefits of “ownership” but also take up its unalienable responsibilities after the UCC auction. Accordingly, Respondents were responsible for the performance and discharge of Sponsor’s legally required obligations under the Martin Act and OAG’s regulations. Specifically, a mezzanine lender foreclosing on its collateral—when such collateral is the entirety of the shares of a sponsor entity, as in the case here—becomes the owner of the Sponsor entity and thus legally responsible for the sponsor entity in terms of its obligations under the Martin Act and OAG regulations. Thus, Sponsor’s Lender became responsible for Sponsor obligations arising after the UCC auction.

51. Because Sponsor (and its new controller Respondent 441 W 37 SME LLC) failed to discharge its lawful and operational obligations, independent owners of units in the Condominium were forced to pay for and obtain a TCO on two occasions, most recently on or

about June 9, 2025. Obtaining the TCO cost the unit owners approximately \$15,823.80 as of April 25, 2025.

52. On or about January 23, 2025, the Condominium received a citation from the New York City Fire Department (“FDNY”) for failure to file certain inspection paperwork and engineering certifications for the building-wide fire suppression systems. The fines accumulate monthly.

53. Furthermore, the Condominium has been cited by several municipal agencies in addition to the FDNY for various health, safety, and regulatory infractions amassing total fines, as reported by the NYC Office of Administrative Trials and Hearings (“OATH”), of \$139,918.49 as of August 26, 2025.

54. Sponsor’s Lender (441 W 37 Capital LLC) recently commenced a foreclosure action in the Supreme Court, New York County, Index No. 850152/2026, on April 1, 2026 (the “Mortgage Foreclosure Action”), seeking to foreclose on two commercial mortgage loans encumbering the real property owned by Sponsor at the Condominium, namely Unit PH1, Unit CF, and Unit 1.

55. OAG finds that the acts described above, in part, constitute violations of the NY General Business Law §§ 352 *et seq.*, and the Executive Law § 63(12).

56. Respondents admit the OAG’s Findings, paragraphs 1-55 above.

57. Respondents have agreed to this Assurance in settlement of the violations described above and to avoid the time, expense, and distraction of litigation.

58. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. THEREFORE, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of both the

Marin Act and the Executive Law based on the conduct described above from October 17, 2023, through the date of this Assurance.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

RELIEF

59. General Injunction: Respondents shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to the Marin Act and the Executive Law, and expressly agrees and acknowledges that any such conduct is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 58, *supra*, in addition to any other appropriate investigation, action, or proceeding.

60. Assumed Liability. Respondents and SME Capital Ventures LLC agree that Sponsor is liable for all debts, acts, and omissions on or after October 17, 2023, in the usual and customary manner associated with a sponsor of a condominium in New York State. Nothing contained herein is intended to preclude Respondents from seeking restitution from or asserting any claims against Levi Balkany and/or Eagle Equity as permitted by law.

61. In accordance with the foregoing paragraph [60], Respondents and SME Capital Ventures LLC agree to:

- a. Cause the Sponsor (and if unable, will undertake to do this themselves) to renew the TCO as it expires and pay for work and fees that are required to obtain the TCO, including any outlays expended by the non-Sponsor shareholders to renew the TCO prior to the date of this Assurance;
- b. Cause the Sponsor (and if unable, will undertake to do this themselves) to apply for and procure the PCO and pay for work and fees that are required to obtain it;

- c. Cause the Sponsor (and if unable, will undertake to do this themselves) to pay all arrearages incurred by the Condominium on Sponsor's delinquent common charges plus any authorized late charges for units owned by the Sponsor;
 - d. Cause the Sponsor (and if unable, will undertake to do this themselves) to pay all real estate taxes that were due and owing on Sponsor-owned units;
 - e. Cause the Sponsor (and if unable, will undertake to do this themselves) to pay for, and ensure inspection and certification of the Condominium fire suppression system, including (but not limited to) all municipal fees and fines related to this system;
 - f. Cause the Sponsor (and if unable, will undertake to do this themselves) to pay for all outstanding OATH fines and violations not already accounted for by this Assurance owed during period of time Sponsor was not fulfilling its obligations;
 - g. Cause the Sponsor (and if unable, will undertake to do this themselves) to submit to OAG a revised Third Amendment to the Offering Plan detailing the UCC foreclosure of the Sponsor entity and any other material disclosures as required by OAG's Part 20 regulations, and a supplemental or revised Broker-Dealer Registration Statement disclosing the new Principal(s) of the Sponsor; and
 - h. Cause the Sponsor (and if unable, will undertake to do this themselves) to formally turn over the Board of Managers to the non-Sponsor unit owners, including books and records necessary for continued management of the building.
62. Monetary Relief
- a. *Monetary Relief Amount:* Respondents, and if they fail to do so, SME Capital Ventures LLC shall pay FIFTY-FOUR THOUSAND DOLLARS AND ZERO

CENTS (\$54,000.00) to the State of New York to be held in reserve and distributed to the Affordable Housing-AG Settlement Fund established by the City of New York Department of Housing Preservation and Development (“HPD”). This Fund is used by HPD to fund housing related initiatives, programs and projects for “persons of low income” and “families of low income,” as those terms are defined by New York Private Housing Finance Law § 2(19).

- b. Respondents shall make this payment in full upon execution of this Assurance. Payment instructions will be sent to the Respondents’ counsel by OAG. Payments hereto shall be made by attorney check, corporate or certified check, or bank draft, which shall be made payable to the “State of New York” and shall reference Assurance No. 26-017; payments shall be addressed to the attention of Senior Enforcement Counsel Nicholas J. Minella, State of New York, Office of the Attorney General, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, New York 10005.

MISCELLANEOUS

Subsequent Proceedings.

63. Respondents expressly agree and acknowledge that OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 64, *infra*, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;

- b. OAG may use statements, documents or other materials produced or provided by the Respondents prior to or after the effective date of this Assurance;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondents irrevocably and unconditionally waive any objection based upon personal jurisdiction, inconvenient forum, or venue.
- d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

64. If a court of competent jurisdiction determines that the Respondents have violated the Assurance, the Respondents shall pay to OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

Effects of Assurance:

65. This Assurance may not be used by any third party in any other proceeding.

66. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondents. Respondents shall include any such successors, assignment or transfer agreements a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

67. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

68. Any failure by OAG to insist upon the strict performance by Respondents of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict

performance of any and all of the provisions of this Assurance to be performed by the Respondents.

Communications:

69. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 26-017, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to the Respondents, to:

Kenneth M. Breen, Esq.
Foley & Lardner LLP
90 Park Ave, 37th Floor
New York, NY 10016
Phone 212-338-3503
kenneth.breen@foley.com

and

Eran Silverberg
SME Capital Ventures
200 Park Avenue
New York, New York 10166

If to OAG, to

Nicholas J. Minella
Senior Enforcement Counsel
Office of the Attorney General
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
Phone 212-416-6552
nicholas.minella@ag.ny.gov

or in his absence, to the person holding the title of Bureau Chief, Real Estate Finance Bureau.

Representations and Warranties:

70. OAG has agreed to the terms of this Assurance based on, among other things, the representations made to OAG by the Respondents and their counsel and the OAG's own factual investigation as set forth in Findings, paragraphs 1-56 above. The Respondents represents and warrants that neither it nor its counsel has made any material representations to OAG that are inaccurate or misleading. If any material representations by Respondents or its counsel are later found to be inaccurate or misleading, this Assurance is voidable by OAG in its sole discretion.

71. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by the Respondents in agreeing to this Assurance.

72. Respondents agree to execute such other further documents as may be necessary, in the sole discretion of OAG, to effectuate the terms and purposes of this Assurance.

73. The Respondents represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved. Respondents further represent and warrant that Respondents, by Eran Silverberg, as the signatory to this AOD, is a duly authorized member, officer, or agent acting at the direction of the managing principals/members of Respondents.

General Principles:

74. Unless a term limit for compliance is otherwise specified within this Assurance, the Respondents' obligations under this Assurance are enduring. Nothing in this Agreement shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

75. Respondents agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in the Assurance or creating the impression that the Assurance is without legal or factual basis.

76. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that the Respondents violate the Assurance after its effective date.

77. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

78. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

79. Respondents acknowledge that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

80. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

81. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

82. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and

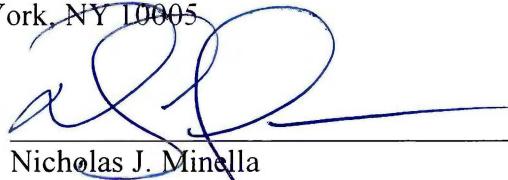
transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

83. The effective date of this Assurance shall be the date that the Assurance is executed by OAG.

LETITIA JAMES

Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

By:



Nicholas J. Minella
Senior Enforcement Counsel
Real Estate Finance Bureau

Dated: ^{July} ~~June~~ 28, 2026

West 37th ST LLC

By:

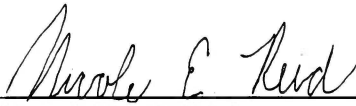


[Print Name]: Eran Silverberg
[Title]: Authorized Signatory

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 8 day of July in the year 2026, before me, the undersigned, personally appeared Eran Silverberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who is a member/manager/authorized signer of West 37th ST LLC, the limited liability company described in and which executed the foregoing instrument, and acknowledged to me that he/she/they executed the same in their capacity, and that by his/her/their signature on the instrument, the limited liability company executed the instrument.

Sworn to before me this
8 day of **July** 2026



NOTARY PUBLIC
[SEAL] Notarized online using audio-video communication technology

Nicole Reid
Online Notary Public
State of New York

Commission #: 01RE0000210
Commission Expires: 02/02/2027

441 W 37 SME LLC

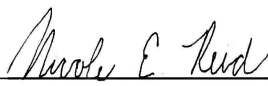
By: 

[Print Name]: Eran Silverberg
[Title]: Attorney at Law

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 8 day of **July** the year 2026, before me, the undersigned, personally appeared Eran Silverberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who is a member/manager/authorized signer of 441 W 37 SME LLC, the limited liability company described in and which executed the foregoing instrument, and acknowledged to me that he/she/they executed the same in their capacity, and that by his/her/their signature on the instrument, the limited liability company executed the instrument.

Sworn to before me this
8 day of **July** 2026



NOTARY PUBLIC
[SEAL] Notarized online using audio-video communication technology

Nicole Reid
Online Notary Public
State of New York

Commission #: 01RE0000210
Commission Expires: 02/02/2027

[CONTINUED ON THE NEXT PAGE]

SME CAPITAL VENTURES LLC
Solely as to Paragraphs 60, 61, and 62

By: 
[Print Name]: Eran Silverberg
[Title]: Authorized Signatory

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 8 day of July year 2026, before me, the undersigned, personally appeared Eran Silverberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who is a member/manager/authorized signer of SME Capital Ventures LLC, the limited liability company described in and which executed the foregoing instrument, and acknowledged to me that he/she/they executed the same in their capacity, and that by his/her/their signature on the instrument, the limited liability company executed the instrument.

Sworn to before me this
8 day of July 2026



NOTARY PUBLIC

[SEAL]

Notarized online using audio-video communication technology

Nicole Reid
Online Notary Public
State of New York

Commission #: 01RE0000210
Commission Expires: 02/02/2027