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March 11, 2024

Via email :tmountfort@borahgoldstein.com

Thomas J. Mountfort, Esq.
Borah, Goldstein, Altschuler, Nahins & Goidel P.C.
377 Broadway, 4th Floor
New York, New York 10013

Re: Manis to Sand
Premises: 4523 Broadway Unit 6A
New York, New York 10040

Dear Mr. Mountfort:

Enclosed please find one duly executed copy of the contract of sale in connection with the above referenced matter.

This will also acknowledge that I am in receipt of half of the contract deposit amount in the sum of \$18,7500.00 which we will hold in escrow in accordance with the terms of the contract of sale.

Please forward our office a copy of the title report once available.

Very truly yours,

KULAKIS & CHRISTOFORATOS, ESQS.

By: 
CHRISTOPHER G. KULAKIS, ESQ.

CGK/tr
Enclosure

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

Contract of Sale - Cooperative Apartment

This Contract is made as of ~~February~~ **MARCH 11**, 2024, between the "Seller" and the "Purchaser" identified below.

1 Certain Definitions and Information

1.1 The "Parties" are:

1.1.1 "Seller":
Athanasia Manis
&
Orestis Manis

1.1.2 "Purchaser":
Yuliya Sand

Prior names used by Seller:
Address:
4523 Broadway, Unit 6A
New York, New York 10040
S.S. No.:

Address:

S.S. No.:

1.2 The "Attorneys" are (name, firm name, address and telephone, fax):

1.2.1 "Seller's Attorney"
Christopher G. Kulakis, Esq.
Kulakis & Christoforatos, Esqs.
21-74 Steinway Street, Astoria, New York 11105
Tel. 718-726-5400 / Fax. 718-726-8777
Email: ckulakis@kclaw.us

1.2.2 "Purchaser's Attorney"
Thomas J. Mountfort, Esq.
Borah, Goldstein, Altschuler, Nahins & Goldel, P.C.
377 Broadway, 4th Fl., NY, NY 10013
Email: tmountfort@borahgoldstein.com
Tel. 212-431-1300 Ext. 491

1.3 The "Escrowee" is the [Seller's] [Purchaser's] Attorney. Seller(s)

(See ¶ 4)

1.4 The Managing Agent is (name, address and telephone, fax): First Service Residential
Era Ivezić & Natalie Boskrowny
Tel. 212-340-9394 (Era) / 212-634-5493 (Natalie)

1.5 The real estate "Broker(s)" (see ¶ 12) is/are:
Emily Ackerman Mencke, Compass &
Lois Steinig, The Gonzalez Realty Group

1.6 The name of the cooperative housing corporation ("Corporation") is:
Fort Tryon Apartments Corp.

1.7 The "Unit" number is: 6A

1.8 The Unit is located in "Premises" known as:
4523 Broadway
New York NY 10040

1.9 The "Shares" are the 306 shares of the Corporation allocated to the Unit.

1.10 The "Lease" is the Corporation's proprietary lease or occupancy agreement for the Unit, given by the Corporation which expires on

1.11 "Personalty" is the following personal property, to the extent existing in the Unit on the date hereof: the refrigerators, freezers, ranges, ovens, built-in microwave ovens, dishwashers, garbage disposal units, cabinets and counters, lighting fixtures, chandeliers, wall-to-wall carpeting, plumbing and heating fixtures, central air-conditioning and/or window or sleeve units, washing machines, dryers, screens and storm windows, window treatments, switch plates, door hardware, mirrors, built-ins not excluded in ¶ 1.12 and

1.12 Specifically excluded from this sale is all personal property not included in ¶ 1.11 and:
1.13 The sale ~~shall~~ ~~does not~~ include Seller's interest in [Storage] [Servant's Room] [Parking Space] ("Included Interests")

1.14 The "Closing" is the transfer of ownership of the Shares and Lease.

1.15 The date scheduled for Closing is
April 20, 2024 ("Scheduled Closing Date")
at 10 A.M. (See ¶¶ 9 and 10)

1.16 The "Purchase Price" is: \$ 375,000.00

1.16.1 The "Contract Deposit" is: \$ 37,500.00

1.16.2 The "Balance" of the Purchase Price due at Closing is: 337,500.00 (See ¶ 2.2.2)

1.17 The monthly "Maintenance" charge is \$784

1.18 The "Assessment", if any, payable to the Corporation, at the date of this Contract is \$ N/A, payable as follows:

1.19 [Seller] [Purchaser] shall pay the Corporation's flip tax, transfer fee (apart from the transfer agent fee) and/or waiver of option fee ("Flip Tax"), if any.

1.20 Financing Options (~~Delete two of the following ¶¶ 1.20.1, 1.20.2 or 1.20.3~~)

1.20.1 Purchaser may apply for financing in connection with this sale and Purchaser's obligation to purchase under this Contract is contingent upon issuance of a Loan Commitment Letter by the Loan Commitment Date (¶ 18.1.2).

1.20.2 Purchaser may apply for financing in connection with this sale and Purchaser's obligation to purchase under this Contract is not contingent upon issuance of a Loan Commitment letter.

1.20.3 Purchaser shall not apply for financing in connection with this sale.

1.21 If ¶ 1.20.1 or 1.20.2 applies, the "Financing Terms" for ¶ 18 are: a loan of \$ 105,000.00 for a term of 15/30 years or such lesser amount or shorter term as applied for or acceptable to Purchaser; and the "Loan Commitment Date" for ¶ 18 is forty-five (45) calendar days after the Delivery Date.

1.22 The "Delivery Date" of this Contract is the date on which a fully executed counterpart of this Contract is deemed given to and received by Purchaser or Purchaser's Attorney as provided in ¶ 17.3.

1.23 All "Proposed Occupants" of the Unit are:

1.23.1 persons and relationship to Purchaser:
Purchaser(s)

1.23.2 pets: None

1.24 The Contract Deposit shall be held in [a non-] [an] IOLA escrow account. If the account is a non-IOLA account then interest shall be paid to the Party entitled to the Contract Deposit. The Party receiving the interest shall pay any income taxes thereon. The escrow account shall be a segregated bank account at Depository: Flagstar Bank
Address: 29-10 Ditmars Blvd, Astoria, NY (See ¶ 27)

1.25 This Contract is [not] continued on attached rider(s).

2 Agreement to Sell and Purchase; Purchase Price; Escrow

2.1 Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Seller's Shares, Lease, Personalty and any Included Interests and all other items included in this sale, for the Purchase Price and upon the terms and conditions set forth in this Contract.

2.2 The Purchase Price is payable to Seller by Purchaser as follows:

2.2.1 the Contract Deposit at the time of signing this Contract by Purchaser's good check to the order of Escrowee; and

2.2.2 the Balance at Closing, only by cashier's or official bank check or certified check of Purchaser payable to the direct order of Seller. The check(s) shall be drawn on and payable by a branch of a commercial or savings bank, savings and loan association or trust company located in the same City or County as the Unit; Seller may direct, on reasonable Notice (defined in ¶ 17) prior to Closing, that all or a portion of the Balance shall be made payable to persons other than Seller (see ¶ 17.7).

3 Personalty

3.1 Subject to any rights of the Corporation or any holder of a mortgage to which the Lease is subordinate, this sale includes all of the Seller's interest, if any, in the Personalty and the Included Interests.

3.2 No consideration is being paid for the Personalty or for the Included Interests; nothing shall be sold to Purchaser if the Closing does not occur.

3.3 Prior to Closing, Seller shall remove from the Unit all the furniture, furnishings and other property not included in this sale, and repair any damage caused by such removal.

4 Representations and Covenants

4.1 Subject to any matter affecting title to the Premises (as to which Seller makes no representations or covenants), Seller represents and covenants that:

4.1.1 Seller is, and shall at Closing be, the sole owner of the Shares, Lease, Personalty and Included Interests, with the full right, power and authority to sell and assign them. Seller shall make timely provision to satisfy existing security interest(s) in the Shares and Lease and have the same delivered at Closing (See ¶ 10.1);

4.1.2 the Shares were duly issued, fully paid for and are non-assessable;

4.1.3 the Lease is, and will at Closing be, in full force and effect and no notice of default under the Lease is now or will at Closing be in effect;

4.1.4 the Maintenance and Assessments payable as of the date hereof are as specified in ¶ 1.17 and 1.18;

4.1.5 as of this date, Seller neither has actual knowledge nor has received any written notice of any increase in Maintenance or any Assessment which has been adopted by the Board of Directors of the Corporation and is not reflected in the amounts set forth in ¶¶ 1.17 and 1.18;

4.1.6 Seller has not made any material alterations or additions to the Unit without any required consent of the Corporation or, to Seller's actual knowledge, without compliance with all applicable law. This provision shall not survive Closing.

4.1.7 Seller has not entered into, shall not enter into, and has no actual knowledge of any agreement (other than the Lease) affecting title to the Unit or its use and/or occupancy after Closing, or which would be binding on or adversely affect Purchaser after Closing (e.g. a sublease or alteration agreement);

4.1.8 Seller has been known by no other name for the past 10 years except as set forth in ¶ 1.1.1.

4.1.9 at Closing in accordance with ¶ 15.2:

4.1.9.1 there shall be no judgments outstanding against Seller which have not been bonded against collection out of the Unit ("Judgments");

4.1.9.2 the Shares, Lease, Personalty and any Included Interests shall be free and clear of liens (other than the Corporation's general lien on the Shares for which no monies shall be owed), encumbrances and adverse interests ("Liens");

4.1.9.3 all sums due to the Corporation shall be fully paid by Seller to the end of the payment period immediately preceding the date of Closing;

4.1.9.4 Seller shall not be indebted for labor or material which might give rise to the filing of a notice of mechanic's lien against the Unit or the Premises; and

4.1.9.5 no violations shall be of record which the owner of the Shares and Lease would be obligated to remedy under the Lease.

4.2 Purchaser represents and covenants that:

4.2.1 Purchaser is acquiring the Shares and Lease for residential occupancy of the Unit solely by the Proposed Occupants identified in ¶ 1.23

4.2.2 Purchaser is not, and within the past 7 years has not been, the subject of a bankruptcy proceeding;

4.2.3 if ¶ 1.20.3 applies, Purchaser shall not apply for financing in connection with this purchase.

4.2.4 Each individual comprising Purchaser is over the age of 18 and is purchasing for Purchaser's own account (beneficial and of record);

4.2.5 Purchaser shall not make any representations to the Corporation contrary to the foregoing and shall provide all documents in support thereof required by the Corporation in connection with Purchaser's application for approval of this transaction; and

4.2.6 there are not now and shall not be at Closing any unpaid tax liens or monetary judgments against Purchaser.

4.3 Each Party covenants that its representations and covenants contained in ¶ 4 shall be true and complete at Closing and, except for ¶ 4.1.6, shall survive Closing but any action based thereon must be instituted within one year after Closing.

5 Corporate Documents

Purchaser has examined and is satisfied with, or (except as to any matter represented in this Contract by Seller) accepts and assumes the risk of not having examined, the Lease, the Corporation's Certificate of Incorporation, By-laws, House Rules, minutes of shareholders' and directors' meetings, most recent audited financial statement and most recent statement of tax deductions available to the Corporation's shareholders under Internal Revenue Code ("IRC") §216 (or any successor statute).

6 Required Approval and References

6.1 This sale is subject to the unconditional consent of the Corporation.

6.2 Purchaser shall in good faith:

6.2.1 submit to the Corporation or the Managing Agent an application with respect to this sale on the form required by the Corporation, containing such data and together with such documents as the Corporation requires, and pay the applicable fees and charges that the Corporation imposes upon Purchaser. All of the foregoing shall be submitted within 10 business days after the Delivery Date, or, if ¶ 1.20.1 or 1.20.2 applies and the Loan Commitment Letter is required by the Corporation, within 3 business days after the earlier of (i) the Loan Commitment Date (defined in ¶ 1.21) or (ii) the date of receipt of the Loan Commitment Letter (defined in ¶ 18.1.2);

6.2.2 attend (and cause any Proposed Occupant to attend) one or more personal interviews, as requested by the Corporation; and

6.2.3 promptly submit to the Corporation such further references, data and documents reasonably requested by the Corporation.

6.3 Either Party, after learning of the Corporation's decision, shall promptly advise the other Party thereof. If the Corporation has not made a decision on or before the Scheduled Closing Date, the Closing shall be

adjourned for 30 business days for the purpose of obtaining such consent. If such consent is not given by such adjourned date, either Party may cancel this Contract by Notice, provided that the Corporation's consent is not issued before such Notice of cancellation is given. If such consent is refused at any time, either Party may cancel this Contract by Notice. In the event of cancellation pursuant to this ¶ 6.3, the Escrowee shall refund the Contract Deposit to Purchaser.

6.4 If such consent is refused, or not given, due to Purchaser's bad faith conduct. Purchaser shall be in default and ¶ 13.1 shall govern.

7 Condition of Unit and Personalty; Possession

7.1 Seller makes no representation as to the physical condition or state of repair of the Unit, the Personalty, the Included Interests or the Premises. Purchaser has inspected or waived inspection of the Unit, the Personalty and the Included Interests and shall take the same "as is", as of the date of this Contract, except for reasonable wear and tear. However, at the time of Closing, the appliances shall be in working order and required smoke detector(s) shall be installed and operable.

7.2 At Closing, Seller shall deliver possession of the Unit, Personalty and Included Interests in the condition required by ¶ 7.1, broom-clean, vacant and free of all occupants and rights of possession.

8 Risk of Loss

8.1 The provisions of General Obligations Law § 5-1311, as modified herein, shall apply to this transaction as if it were a sale of realty. For purposes of this paragraph, the term "Unit" includes built-in Personalty.

8.2 Destruction shall be deemed "material" under GOL § 5-1311, if the reasonably estimated cost to restore the Unit shall exceed 5% of the Purchase Price.

8.3 In the event of any destruction of the Unit or the Premises, when neither legal title nor the possession of the Unit has been transferred to Purchaser, Seller shall give Notice of the loss to Purchaser ("Loss Notice") by the earlier of the date of Closing or 7 business days after the date of the loss.

8.4 If there is material destruction of the Unit without fault of Purchaser, this Contract shall be deemed canceled in accordance with ¶ 16.3, unless Purchaser elects by Notice to Seller to complete the purchase with an abatement of the Purchase Price; or

8.5 Whether or not there is any destruction of the Unit, if without fault of Purchaser, more than 10% of the units in the Premises are rendered uninhabitable, or reasonable access to the Unit is not available, then Purchaser shall have the right to cancel this Contract in accordance with ¶ 16.3 by Notice to Seller.

8.6 Purchaser's Notice pursuant to ¶ 8.4 or ¶ 8.5 shall be given within 7 business days following the giving of the Loss Notice except that if Seller does not give a Loss Notice, Purchaser's Notice may be given at any time at or prior to Closing.

8.7 In the event of any destruction of the Unit, Purchaser shall not be entitled to an abatement of the Purchase Price (i) that exceeds the reasonably estimated cost of repair and restoration or (ii) for any loss that the Corporation is obliged to repair or restore; but Seller shall assign to Purchaser, without recourse, Seller's claim, if any, against the Corporation with respect to such loss.

9 Closing Location

The Closing shall be held at the location designated by the Corporation or, if no such designation is made, at the office of Seller's Attorney.

10 Closing

10.1 At Closing, Seller shall deliver or cause to be delivered:

10.1.1 Seller's certificate for the Shares duly endorsed for transfer to Purchaser or accompanied by a separate duly executed stock power to Purchaser, and in either case, with any guarantee of Seller's signature required by the Corporation;

10.1.2 Seller's counterpart original of the Lease, all assignments and assumptions in the chain of

title and a duly executed assignment thereof to Purchaser in the form required by the Corporation;

10.1.3 FIRPTA documents required by ¶ 25;

10.1.4 keys to the Unit, building entrance(s), and, if applicable, garage, mailbox, storage unit and any locks in the Unit;

10.1.5 if requested, an assignment to Purchaser of Seller's interest in the Personalty and Included Interests;

10.1.6 any documents and payments to comply with ¶ 15.2

10.1.7 If Seller is unable to deliver the documents required in

¶ 10.1.1 or 10.1.2 then Seller shall deliver or cause to be delivered all documents and payments required by the Corporation for the issuance of a new certificate for the Shares or a new Lease.

10.2 At Closing, Purchaser shall:

10.2.1 pay the Balance in accordance with ¶ 2.2.2;

10.2.2 execute and deliver to Seller and the Corporation an agreement assuming the Lease, in the form required by the Corporation; and

10.2.3 if requested by the Corporation, execute and deliver counterparts of a new lease substantially the same as the Lease, for the balance of the Lease term, in which case the Lease shall be canceled and surrendered to the Corporation together with Seller's assignment thereof to Purchaser.

10.3 At Closing, the Parties shall complete and execute all documents necessary:

10.3.1 for Internal Revenue Service ("IRS") form 1099-S or other similar requirements;

10.3.2 to comply with smoke detector requirements and any applicable transfer tax filings; and

10.3.3 to transfer Seller's interest, if any, in and to the Personalty and Included Interests.

10.4 Purchaser shall not be obligated to close unless, at Closing, the Corporation delivers:

10.4.1 to Purchaser a new certificate for the Shares in the name of Purchaser; and

10.4.2 a written statement by an officer or authorized agent of the Corporation consenting to the transfer of the Shares and Lease to Purchaser and setting forth the amounts of and payment status of all sums owed by Seller to the Corporation, including Maintenance and any Assessments, and the dates to which each has been paid.

11 Closing Fees, Taxes and Apportionments

11.1 At or prior to Closing,

11.1.1 Seller shall pay, if applicable:

11.1.1.1 the cost of stock transfer stamps; and

11.1.1.2 transfer taxes, except as set forth in ¶ 11.1.2.2

11.1.2 Purchaser shall pay, if applicable:

11.1.2.1 any fee imposed by the Corporation relating to Purchaser's financing; and

11.1.2.2 transfer taxes imposed by statute primarily on Purchaser (e.g., the "mansion tax").

11.2 The Flip Tax, if any, shall be paid by the Party specified in ¶ 1.19.

11.3 Any fee imposed by the Corporation and not specified in this Contract shall be paid by the Party upon whom such fee is expressly imposed by the Corporation, and if no Party is specified by the Corporation, then such fee shall be paid by Seller.

11.4 The Parties shall apportion as of 11:59 P.M. of the day preceding the Closing, the Maintenance, and any other periodic charges due the Corporation (other than Assessments) and STAR Tax Exemption (if the Unit is the beneficiary of same), based on the number of the days in the month of Closing.

11.5 Assessments, whether payable in a lump sum or installments, shall not be apportioned, but shall be paid by the Party who is the owner of the Shares on the date specified by the Corporation for payment. Purchaser shall pay any installments payable after Closing

provided Seller had the right and elected to pay the Assessment in installments.

11.6 Each Party shall timely pay any transfer taxes for which it is primarily liable pursuant to law by cashier's, official bank, certified or attorney's escrow check. This ¶ 11.6 shall survive Closing.

11.7 Any computational errors or omissions shall be corrected within 6 months after Closing. This ¶ 11.7 shall survive Closing.

12 Broker

12.1 Each Party represents that such Party has not dealt with any person acting as a broker, whether licensed or unlicensed, in connection with this transaction other than the Broker(s) named in ¶ 1.5.

12.2 Seller shall pay the Broker's commission pursuant to a separate agreement. The Broker(s) shall not be deemed to be a third-party beneficiary of this Contract.

12.3 This ¶ 12 shall survive Closing, cancellation or termination of this Contract.

13 Defaults, Remedies and Indemnities

13.1 In the event of a default or misrepresentation by Purchaser, Seller's sole and exclusive remedies shall be to cancel this Contract, retain the Contract Deposit as liquidated damages and, if applicable, Seller may enforce the indemnity in ¶ 13.3 as to brokerage commission or sue under ¶ 13.4. Purchaser prefers to limit Purchaser's exposure for actual damages to the amount of the Contract Deposit, which Purchaser agrees constitutes a fair and reasonable amount of compensation for Seller's damages under the circumstances and is not a penalty. The principles of real property law shall apply to this liquidated damages provision.

13.2 In the event of a default or misrepresentation by Seller, Purchaser shall have such remedies as Purchaser is entitled to at law or in equity, including specific performance, because the Unit and possession thereof cannot be duplicated.

13.3 Subject to the provisions of ¶ 4.3, each Party indemnifies and holds harmless the other against and from any claim, judgment, loss, liability, cost or expense resulting from the indemnitor's breach of any of its representations or covenants stated to survive Closing, cancellation or termination of this Contract. Purchaser indemnifies and holds harmless Seller against and from any claim, judgment, loss, liability, cost or expense resulting from the Lease obligations accruing from and after the Closing. Each indemnity includes, without limitation, reasonable attorneys' fees and disbursements, court costs and litigation expenses arising from the defense of any claim and enforcement or collection of a judgment under this indemnity, provided the indemnitee is given Notice and opportunity to defend the claim. This ¶ 13.3 shall survive Closing, cancellation or termination of this Contract.

13.4 In the event any instrument for the payment of the Contract Deposit fails of collection, Seller shall have the right to sue on the uncollected instrument. In addition, such failure of collection shall be a default under this Contract, provided Seller gives Purchaser Notice of such failure of collection and, within 3 business days after Notice is given, Escrowee does not receive from Purchaser an unendorsed good certified check, bank check or immediately available funds in the amount of the uncollected funds. Failure to cure such default shall entitle Seller to the remedies set forth in ¶ 13.1 and to retain all sums as may be collected and/or recovered.

14 Entire Agreement; Modification

14.1 All prior oral or written representations, understandings and agreements had between the Parties with respect to the subject matter of this Contract, and with the Escrowee as to ¶ 27, are merged in this Contract, which alone fully and completely expresses the Parties' and Escrowee's agreement.

14.2 The Attorneys may extend in writing any of the time limitations stated in this Contract. Any other provision of this Contract may be changed or waived

only in writing signed by the Party or Escrowee to be charged.

15 Removal of Liens and Judgments

15.1 Purchaser shall deliver or cause to be delivered to Seller or Seller's Attorney, not less than 10 calendar days prior to the Scheduled Closing Date a Lien and Judgment search, except that Liens or Judgments first disclosed in a continuation search shall be reported to Seller within 2 business days after receipt thereof, but not later than the Closing. Seller shall have the right to adjourn the Closing pursuant to ¶ 16 to remove any such Liens and Judgments. Failure by Purchaser to timely deliver such search or continuation search shall not constitute a waiver of Seller's covenants in ¶ 4 as to Liens and Judgments. However, if the Closing is adjourned solely by reason of untimely delivery of the Lien and Judgment search, the apportionments under ¶ 11.3 shall be made as of 11:59 P.M. of the day preceding the Scheduled Closing Date in ¶ 1.15.

15.2 Seller, at Seller's expense, shall obtain and deliver to the Purchaser the documents and payments necessary to secure the release, satisfaction, termination and discharge or removal of record of any Liens and Judgments. Seller may use any portion of the Purchase Price for such purposes.

15.3 This ¶ 15 shall survive Closing.

16 Seller's Inability

16.1 If Seller shall be unable to transfer the items set forth in ¶ 2.1 in accordance with this Contract for any reason other than Seller's failure to make a required payment or other willful act or omission, then Seller shall have the right to adjourn the Closing for periods not exceeding 60 calendar days in the aggregate, but not extending beyond the expiration of Purchaser's Loan Commitment Letter, if ¶ 1.20.1 or 1.20.2 applies.

16.2 If Seller does not elect to adjourn the Closing or (if adjourned) on the adjourned date of Closing Seller is still unable to perform, then unless Purchaser elects to proceed with the Closing without abatement of the Purchase Price, either Party may cancel this Contract on Notice to the other Party given at any time thereafter.

16.3 In the event of such cancellation, the sole liability of Seller shall be to cause the Contract Deposit to be refunded to Purchaser and to reimburse Purchaser for the actual costs incurred for Purchase's lien and title search, if any.

17 Notices and Contract Delivery

17.1 Any notice or demand ("Notice") shall be in writing and delivered either by hand, overnight delivery or certified or registered mail, return receipt requested, to the Party and simultaneously, in like manner, to such Party's Attorney, if any, and to Escrowee at their respective addresses or to such other address as shall hereafter be designated by Notice given pursuant to this ¶ 17.

17.2 The Contract may be delivered as provided in ¶ 17.1 or by ordinary mail.

17.3 The Contract or each Notice shall be deemed given and received:

17.3.1 on the day delivered by hand;

17.3.2 on the business day following the date sent by overnight delivery;

17.3.3 on the 5th business day following the date sent by certified or registered mail; or

17.3.4 as to the Contract only, 3 business days following the date of ordinary mailing.

17.4 A Notice to Escrowee shall be deemed given only upon actual receipt by Escrowee.

17.5 The Attorneys are authorized to give and receive any Notice on behalf of their respective clients.

17.6 Failure or refusal to accept a Notice shall not invalidate the Notice.

17.7 Notice pursuant to ¶¶ 2.2.2 and 13.4 may be delivered by confirmed facsimile to the Party's Attorney and shall be deemed given when transmission is confirmed by sender's facsimile machine.

18 Financing Provisions

18.1 The provisions of ¶¶ 18.1 and 18.2 are applicable only if ¶ 1.20.1 or 1.20.2 applies.

18.1.1 An "Institutional Lender" is any of the following that is authorized under Federal or New York State law to issue a loan secured by the Shares and Lease and is currently extending similarly secured loan commitments in the county in which the Unit is located: a bank, savings bank, savings and loan association, trust company, credit union of which Purchaser is a member, mortgage banker, insurance company or governmental entity.

18.1.2 A "Loan Commitment Letter" is a written offer from an Institutional Lender to make a loan on the Financing Terms (see ¶ 1.21) at prevailing fixed or adjustable interest rates and on other customary terms generally being offered by Institutional Lenders making cooperative share loans. An offer to make a loan conditional upon obtaining an appraisal satisfactory to the Institutional Lender shall not become a Loan Commitment Letter unless and until such condition is met. An offer conditional upon any factor concerning Purchaser (e.g. sale of current home, payment of outstanding debt, no material adverse change in Purchaser's financial condition, etc.) is a Loan Commitment Letter whether or not such condition is met. Purchaser accepts the risk that, and cannot cancel this Contract if, any condition concerning Purchaser is not met.

18.2 Purchaser, directly or through a mortgage broker registered pursuant to Article 12-D of the Banking Law, shall diligently and in good faith:

18.2.1 apply only to an Institutional Lender for a loan on the Financing Terms (see ¶ 1.21) on the form required by the Institutional Lender containing truthful and complete information, and submit such application together with such documents as the Institutional Lender requires, and pay the applicable fees and charges of the Institutional Lender, all of which shall be performed within 5 business days after the Delivery Date;

18.2.2 promptly submit to the Institutional Lender such further references, data and documents requested by the Institutional Lender; and

18.2.3 accept a Loan Commitment Letter meeting the Financing Terms and comply with all requirements of such Loan Commitment Letter (or any other loan commitment letter accepted by Purchaser) and of the Institutional Lender in order to close the loan; and

18.2.4 furnish Seller with a copy of the Loan Commitment Letter promptly after Purchaser's receipt thereof.

18.2.5 Purchaser is not required to apply to more than one Institutional Lender.

18.3 If ¶ 1.20.1 applies, then

18.3.1 provided Purchaser has complied with all applicable provisions of ¶ 18.2 and this ¶ 18.3, Purchaser may cancel this Contract as set forth below, if:

18.3.1.1 any Institutional Lender denies Purchaser's application in writing prior to the Loan Commitment Date (see ¶ 1.21); or

18.3.1.2 a Loan Commitment Letter is not issued by the Institutional Lender on or before the Loan Commitment Date; or

18.3.1.3 any requirement of the Loan Commitment Letter other than one concerning Purchaser is not met (e.g. failure of the Corporation to execute and deliver the Institutional Lender's recognition agreement or other document, financial condition of the Corporation, owner occupancy quota, etc.); or

18.3.1.4 (i) the Closing is adjourned by Seller or the Corporation for more than 30 business days from the Scheduled Closing Date and (ii) the Loan Commitment Letter expires on a date more than 30 business days after the Scheduled Closing Date and before the new date set for Closing pursuant to this paragraph and (iii) Purchaser is unable in good faith to obtain from the Institutional Lender an extension of the Loan Commitment Letter or a new Loan Commitment

Letter on the Financing Terms without paying additional fees to the Institutional Lender, unless Seller agrees, by Notice to Purchaser within 5 business days after receipt of Purchaser's Notice of cancellation on such ground, that Seller will pay such additional fees and Seller pays such fees when due. Purchaser may not object to an adjournment by Seller for up to 30 business days solely because the Loan Commitment Letter would expire before such adjourned Closing date.

18.3.2 Purchaser shall deliver Notice of cancellation to Seller within 5 business days after the Loan Commitment Date if cancellation is pursuant to ¶ 18.3.1.1 or 18.3.1.2 and on or prior to the Scheduled Closing Date if cancellation is pursuant to ¶ 18.3.1.3 or 18.3.1.4.

18.3.3 If cancellation is pursuant to ¶ 18.3.1.1, then Purchaser shall deliver to Seller, together with Purchaser's Notice, a copy of the Institutional Lender's written denial of Purchaser's loan application. If cancellation is pursuant to ¶ 18.3.1.3, then Purchaser shall deliver to Seller together with Purchaser's Notice evidence that a requirement of the Institutional Lender was not met.

18.3.4 Seller may cancel this Contract by Notice to Purchaser, sent within 5 days after the Loan Commitment Date, if Purchaser shall not have sent by then either (i) Purchaser's Notice of cancellation or (ii) a copy of the Loan Commitment Letter to Seller, which cancellation shall become effective if Purchaser does not deliver a copy of such Loan Commitment Letter to Seller within 10 business days after the Loan Commitment Date.

18.3.5 Failure by either Purchaser or Seller to deliver Notice of cancellation as required by this ¶ 18.3 shall constitute a waiver of the right to cancel under this ¶ 18.3.

18.3.6 If this Contract is canceled by Purchaser pursuant to this ¶ 18.3, then thereafter neither Party shall have any further rights against, or obligations or liabilities to, the other by reason of this Contract, except that the Contract Deposit shall be promptly refunded to Purchaser and except as set forth in ¶ 12. If this Contract is canceled by Purchaser pursuant to ¶ 18.3.1.4, then Seller shall reimburse Purchaser for any non-refundable financing and inspection expenses and other sums reimbursable pursuant to ¶ 16.

18.3.7 Purchaser cannot cancel this Contract pursuant to ¶ 18.3.1.4 and cannot obtain a refund of the Contract Deposit if the Institutional Lender fails to fund the loan:

18.3.7.1 because a requirement of the Loan Commitment Letter concerning Purchaser is not met (e.g., Purchaser's financial condition or employment status suffers an adverse change; Purchaser fails to satisfy a condition relating to the sale of an existing residence, etc.) or

18.3.7.2 due to the expiration of a Loan Commitment Letter issued with an expiration date that is not more than 30 business days after the Scheduled Closing Date.

19 Singular/Plural and Joint/Several

The use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires. If more than one person constitutes Seller or Purchaser, their obligations as such Party shall be joint and several.

20 No Survival

No representation and/or covenant contained herein shall survive Closing except as expressly provided. Payment of the Balance shall constitute a discharge and release by Purchaser of all of Seller's obligations hereunder except those expressly stated to survive Closing.

21 Inspections

Purchaser and Purchaser's representatives shall have the right to inspect the Unit within 48 hours prior to Closing, and at other reasonable times upon reasonable request to Seller.

22 Governing Law and Venue

This Contract shall be governed by the laws of the State of New York without regard to principles of conflict of laws. Any action or proceeding arising out of this Contract shall be brought in the county or Federal district where the Unit is located and the Parties hereby consent to said venue.

23 No Assignment by Purchaser; Death of Purchaser

23.1 Purchaser may not assign this Contract or any of Purchaser's rights hereunder. Any such purported assignment shall be null and void.

23.2 This Contract shall terminate upon the death of all persons comprising Purchaser and the Contract Deposit shall be refunded to the Purchaser. Upon making such refund and reimbursement, neither Party shall have any further liability or claim against the other hereunder, except as set forth in ¶ 12.

24 Cooperation of Parties

24.1 The Parties shall each cooperate with the other, the Corporation and Purchaser's Institutional Lender and title company, if any, and obtain, execute and deliver such documents as are reasonably necessary to consummate this sale.

24.2 The Parties shall timely file all required documents in connection with all governmental filings that are required by law. Each Party represents to the other that its statements in such filings shall be true and complete. This ¶ 24.2 shall survive Closing.

25 FIRPTA

The parties shall comply with IRC §§ 897, 1445 and the regulations thereunder as same may be amended ("FIRPTA"). If applicable, Seller shall execute and deliver to purchaser at Closing a Certification of Non-Foreign Status ("CNS") or deliver a Withholding Certificate from the IRS. If Seller fails to deliver a CNS or a Withholding Certificate, Purchaser shall withhold from the Balance, and remit to the IRS, such sum as may be required by law. Seller hereby waives any right of action against Purchaser on account of such withholding and remittance. This ¶ 25 shall survive Closing.

26 Additional Requirements

26.1 Purchaser shall not be obligated to close unless all of the following requirements are satisfied at the time of the Closing:

26.1.1 the Corporation is in good standing;

26.1.2 the Corporation has fee or leasehold title to the Premises, whether or not marketable or insurable; and

26.1.3 there is no pending *in rem* action, tax certificate/lien sale or foreclosure action of any underlying mortgage affecting the Premises.

26.2 If any requirement in ¶ 26.1 is not satisfied at the time of the Closing, Purchaser shall give Seller Notice and if the same is not satisfied within a reasonable period of time thereafter, then either Party may cancel this Contract (pursuant to ¶ 16.3) by Notice.

27 Escrow Terms

27.1 The Contract Deposit shall be deposited by Escrowee in an escrow account as set forth in ¶ 1.24 and the proceeds held and disbursed in accordance with the terms of this Contract. At Closing, the Contract Deposit shall be paid by Escrowee to Seller. If the Closing does not occur and either Party gives Notice to Escrowee demanding payment of the Contract Deposit, Escrowee shall give prompt Notice to the other Party of

such demand. If Escrowee does not receive a Notice of objection to the proposed payment from such other Party within 10 business days after the giving of Escrowee's Notice, Escrowee is hereby authorized and directed to make such payment to the demanding party. If Escrowee does receive such a Notice of objection within said period, or if for any reason Escrowee in good faith elects not to make such payment, Escrowee may continue to hold the Contract Deposit until otherwise directed by a joint Notice by the Parties or a final, non-appealable judgment, order or decree of a court of competent jurisdiction. However, Escrowee shall have the right at any time to deposit the Contract Deposit and the interest thereon, if any, with the clerk of a court in the county as set forth in ¶ 22 and shall give Notice of such deposit to each Party. Upon disposition of the Contract Deposit and interest thereon, if any, in accordance with this ¶ 27, Escrowee shall be released and discharged of all escrow obligations and liabilities.

27.2 The Party whose Attorney is Escrowee shall be liable for loss of the Contract Deposit. If the Escrowee is Seller's attorney, then Purchaser shall be credited with the amount of the contract Deposit at Closing.

27.3 Escrowee will serve without compensation. Escrowee is acting solely as a stakeholder at the Parties' request and for their convenience. Escrowee shall not be liable to either Party for any act or omission unless it involves bad faith, willful disregard of this Contract or gross negligence. In the event of any dispute, Seller and Purchaser shall jointly and severally (with right of contribution) defend (by attorneys selected by Escrowee), indemnify and hold harmless Escrowee from and against any claim, judgment, loss, liability, cost and expenses incurred in connection with the performance of Escrowee's acts or omissions not involving bad faith, willful disregard of this Contract or gross negligence. This indemnity includes, without limitation, reasonable attorneys' fees either paid to retain attorneys or representing the fair value of legal services rendered by Escrowee to itself and disbursements, court costs and litigation expenses.

27.4 Escrowee acknowledges receipt of the Contract Deposit, by check subject to collection.

27.5 Escrowee agrees to the provisions of this ¶ 27.

27.6 If Escrowee is the Attorney for a Party, Escrowee shall be permitted to represent such Party in any dispute or lawsuit.

27.7 This ¶ 27 shall survive Closing, cancellation or termination of this Contract

28 Margin Headings

The margin heading do not constitute part of the text of this Contract.

29 Miscellaneous

This Contract shall not be binding unless and until Seller delivers a fully executed counterpart of this Contract to Purchaser (or Purchaser's Attorney) pursuant to ¶ 17.2 and 17.3. This Contract shall bind and inure to the benefit of the Parties hereto and their respective heirs, personal and legal representatives and successors in interest.

30 Lead Paint

If applicable, the complete and fully executed Disclosure of Information on Lead Based Paint and or Lead-Based Paint Hazards is attached hereto and made a part hereof.

In Witness Whereof, the Parties hereto have duly executed this Contract as of the date first above written.

ESCROW TERMS AGREED TO:

SELLER:

PURCHASER:

Kutalek & Christoforatos, Esqs.

Katharina Morris

X Orestis Morris

RIDER TO CONTRACT OF SALE FOR A COOPERATIVE APARTMENT

SELLER(S): ATHANASIA MANIS & ORESTIS MANIS

PURCHASER(S): YULIYA SAND

PREMISES: 4523 BROADWAY, UNIT 6A, NEW YORK, NEW YORK 10040

30. The lease as defined in paragraph 1.10 of the rider is amended to include the term occupancy agreement or such other term as may be used by the Corporation to define any such similar agreement.

31. Any reference set forth in the Standard Form Contract shall not be construed as a representation by the Seller that pets of any kind are permitted on the premises. The Seller makes no such representation. The Purchaser is satisfied, through its own investigation as to the Corporation's policy with respect thereto. It is agreed by and between the parties that failure of the Corporation to permit pets shall not be cause for the cancellation of this contract. In the event the Purchaser fails to purchase because pets are not permitted, such failure shall be deemed a material breach of this contract and a willful default.

32. Supplementing and modifying the printed Contract form, it is agreed that the assumption agreement to be signed and delivered by the Purchaser at the closing shall contain an indemnity agreement in favor of the Seller whereby the Purchaser will hold Seller harmless from all liability, claims, loss, costs and expenses (including reasonable attorneys' fees) that may arise in connection with the obligations assumed by the Purchaser which accrue on or after the Closing. In the event that such provision is not inserted in the assumption agreement as set forth herein, then this provision of the paragraph shall survive Closing.

33. The items of personalty included in this sale pursuant as set forth in the printed contract, in Paragraph 1.11, are included only to the extent that such property may be on the premises and owned by the Seller and shall be in their "as is" condition at the time of closing, or delivery of possession, whichever is later. This representation shall not survive the closing or delivery of possession, whichever is later. No part of the purchase price is in payment of such personal property.

Seller is not otherwise obligated to install any equipment or appliances in the apartment or otherwise make any repairs, improvements or decorations to the apartment or its equipment, appliances or fixtures unless specifically set forth herein.

Purchaser acknowledges entering into this Contract without relying on any promises, statement, estimates, representations, warranties, conditions or other inducements, expressed or implied, oral or written, not otherwise set forth in this Contract and by entering into this Contract of Sale confirms that no such statements, etc., have been made by Seller, or any broker or other party upon which the Purchaser has placed any reliance.

34. Supplementing paragraph 4 and 7 of the printed Contract form, the Seller has not made and does not make any representations as to the physical condition, income, expenses, operations or any other matter or thing affecting or relating to the apartment except as specifically set forth herein. It is further agreed that:

(a) A pledge of the Shares and Lease by Seller in connection with any financing obtained by the Seller shall not be deemed a misrepresentation or breach under paragraph 4.1 of the printed Contract form, provided that at the closing such pledge shall have been terminated and the Shares and Lease are transferred free of any such security interest.

(b) The Shares and Lease are subject to a general lien in favor of the Cooperative Corporation to secure the payment of Seller's obligation under the Lease, provided that at the closing, no monies will be owed to the Corporation under such lien.

(c) In the event that any of the representations contained in paragraph 4 of the printed Contract form are not correct the Seller's sole obligation shall be to return the Purchasers' down payment whereupon all obligations between the parties shall cease and be fully satisfied, and this Contract shall be of no further force or effect.

35. Supplementing the provisions of paragraph 7.2 of the printed Contract form, the Purchaser shall have the right to inspect the unit during the forty-eight (48) hour period prior to the Closing hereunder (and delivery of possession, if applicable) upon reasonable notice to the Seller. If the Purchaser fails to inspect then the rights granted hereunder with respect thereto shall be deemed waived and closing shall occur without such an inspection.

36. Supplementing the provisions of paragraph 9 of the printed Contract form, it is agreed that the closing may also take place at the Purchaser's lending institution if located in the County in which the Unit is located on the condition that same is acceptable to the coop attorneys.

37. Supplementing and modifying the provisions of paragraph 11 of the printed Contract form:

(a) In all other respects, apportionments under paragraph 11 shall be made as of the date of closing or possession, whichever is later, including interest on Purchaser's co-op loan.

(1) A letter or statement from the Corporation or its managing agent as to the status of the maintenance, utility charges and assessments shall be sufficient for determining the apportionments.

38. Supplementing the provisions of paragraph 12 of the printed Contract form, the Purchaser agrees to indemnify and hold Seller harmless from and against any claim, judgment, liability, cost and expense (including, but not limited to, reasonable attorneys' fees) resulting from any breach of the representations made by Purchaser in paragraph 12. This provision shall survive the delivery of the Shares and Lease.

39. Supplementing the provisions of paragraph 13 of the printed Contract form, in the event the Seller retains the down payment as liquidated damages as set forth therein, neither party shall thereafter have any further rights or claims against the other and the Seller may sell the apartment to any third party as though this contract had never been entered into.

40. Notwithstanding the provisions contained in paragraph 17 of the printed Contract form, all notices required to be given pursuant to this Contract shall be sent to the attorneys for the respective parties, namely THOMAS J. MOUNTFORT, ESQ., attorney for the Purchaser, at 377 Broadway, 4th Floor, New York, New York 10013, and CHRISTOPHER G. KULAKIS, ESQ., as attorney for Seller, at 21-74 Steinway Street, Astoria, New York 11105 .

41. The attorneys are hereby authorized to act on behalf of the parties with respect to adjournments and time limitations.

42. If there is any inconsistency between the provisions set forth in this Rider and contained in the printed Contract form to which this Rider is annexed, the provisions of this Rider shall govern.

43. The contract deposit shall be held in a non-interest bearing escrow account. The escrow account shall be an IOLA type account held at FLAGSTAR BANK, Ditmars Boulevard, Astoria, New York branch.

44. The acceptance of the Shares and the Assumption of the Lease by the Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Contract, except those expressly provided to survive the Closing.

45. The submission by Seller of this Contract for execution by the Purchaser shall confer no rights, nor impose any obligations on the Seller, unless and until the Seller has executed this Contract and a fully executed contract shall have been delivered to the Purchaser. In the event that any deposit given by the Purchaser hereunder shall fail to be honored and cleared by the institution to which it is presented for any reason whatsoever then Seller shall have the right, in addition to any other remedies granted pursuant to paragraph 13.5 of the printed form contract or that the Seller may have at law or equity, to cancel this Contract.

46. Paragraph 21 of the printed Contract form is amended to provide that such inspections shall be at reasonable times, on reasonable notice and shall be limited to the period within (72) hours prior to closing or after delivery of vacant possession.

47. Seller hereby advises Purchaser that the premises herein were constructed prior to 1978 and that the premises may contain lead-based paint. Seller has no actual knowledge of the presence of lead-based paint and/or a lead-based paint hazard in the premises, nor does Seller have available to it any additional information concerning known lead-based paint and/or lead-based paint hazards. There are no other records or reports available to Seller pertaining to lead-based paint and/or lead-based paint hazards in the premises. Purchaser acknowledges Seller's statement, further acknowledges having received a copy of the pamphlet entitled "Protect Your Family From Lead In Your Home", written by the United States Environmental Protection Agency and hereby

waives Purchaser's right to inspect the premises for the presence of lead-based paint and/or lead-based paint hazards. Seller and Purchaser hereby agree to execute and incorporate as part hereof the attached Exhibit "A", "disclosure of information on lead-based paint and lead-based paint hazards."

48. Board Application Submission. Purchaser agrees to submit a complete copy of the Condominium Board Waiver Application Package to the Listing Broker for review, prior to submission to the Condominium or Managing Agent, and promptly from the date a fully executed Contract is delivered to Purchaser's Attorney to ensure compliance with Condominium's requirements and provide any reasonable suggestions or modifications thereto. If the Broker notifies the Purchaser that the materials do not comply with the Condominium's requirements, or if the Broker has any suggested modifications, Purchaser shall make reasonable revisions to the materials and/or provide reasonable additional materials as may be necessary.

49. That portion of the premises occupied by the seller of the entire premises shall be delivered vacant, unoccupied and broom clean at the time of closing hereunder. At seller's option, said possession will be given five (5) days after closing of title, exclusive of day of title closing. Seller agrees to deposit with escrow, with his attorney, KULAKIS & KRISTOFORATOS, ESQS., the sum of \$10,000 to insure the purchaser that the seller will give such vacant, broom clean possession if seller exercises his option to remain in possession after closing of title, all adjustments are to be made as of the date of possession, including interest on purchaser's mortgage. This adjustment shall survive delivery of the deed.

If said vacant possession is not given as aforesaid, then seller shall forfeit \$200.00 per day, which sum shall be deducted from the escrow fund, for each day seller remains in possession after said agreed time as liquidated damages and not as a penalty. It is further agreed that the purchaser reserves any and all rights that he may have in law or equity to compel seller to vacate as agreed.

All monies which are due purchaser and which are to be deducted from the escrow fund shall be paid to the purchaser in a lump sum at the time possession is actually given. The escrowee is hereby authorized to deliver the balance, if any, of the escrow monies to seller upon delivery of possession by seller as aforesaid. Purchaser agrees to give written notification to the seller within three (3) days after seller delivers possession to the purchaser. Upon receipt of such notice, the escrowee shall deliver the balance of any escrow monies to the seller. If no such notice is given by the purchaser to the seller, no claim on escrow funds is made within ten (10) days of the date set for delivery of possession. If utilized by the parties at the closing of title, then the escrowee is authorized to deliver the balance of any escrow monies to the seller and upon delivery of such escrow funds, the escrowee shall be relieved of any and all liability and responsibility for the same.

In the event the purchaser makes a written claim on the escrowee within ten (10) days of delivery of possession, the escrow agent is then hereby authorized to retain said escrow fund pending resolution of the claim between the parties. In the event the claim is not resolved and the purchaser has not brought any action to recover the escrow funds within six (6) months from the

date of closing of title, the escrow agent may release said funds to the seller and upon said release shall be fully relieved and discharged of any further responsibility hereunder. Additionally, the escrowee is hereby authorized in the event of threatened litigation to interplead all interested parties in any court of competent jurisdiction and to deposit with the Clerk of such court all funds deposited with it hereunder, and thereupon the escrow agent shall be fully relieved and discharged of any further responsibility hereunder. The escrow agent is hereby further authorized and permitted to continue to represent the seller in the threatened litigation, notwithstanding the fact that he remains as an escrow agent.

The foregoing possession agreement shall survive delivery of deed.

50. Counterpart Signatures: This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Athanasia Manis
Athanasia Manis, Seller

Orestis Manis
Orestis Manis, Seller

Yuliya Sand
Yuliya Sand, Purchaser

LEAD PAINT RIDER TO CONTRACT OF SALE

SELLER(S): ATHANASIA MANIS & ORESTIS MANIS

PURCHASER(S): YULIYA SAND

PREMISES: 4523 BROADWAY, UNIT 6A, NEW YORK, NEW YORK 10040

**LEAD BASED PAINT BEFORE SALE DISCLOSURE AND ACKNOWLEDGMENT
FORM**

LEAD WARNING STATEMENT:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that might place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE:

(a) Presence of lead-based paint and/or lead-based paint hazards (*Check (i) or (ii) below*):

 (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (*explain*).

 (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (Check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGMENT (initial)

(c) Y.S. Purchaser has received copies of all information listed above.

(d) Y.S. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Y.S. Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Athanasia Manis
Athanasia Manis, Seller

Date

Orestis Manis
Orestis Manis, Seller

Date

Yuliyana Sand 3.7.24
Yuliyana Sand, Purchaser

Date

**PURCHASER'S RIDER
TO CONTRACT OF SALE**

UNIT NO.:6A

ADDRESS: 4523 Broadway, New York, New York

SELLER(S): Athanasia Manis and Crestis Manis

PURCHASER(S): Yuliya Sand

PR1. It is the parties' intention that the "form" used for the Contract is substantially identical to the form of contract prepared by the Committee on Condominium & Cooperative of the Real Property Section of the New York State Bar Association (the "Form") except for words that have bold text and/or underlines (to show additions), overstrikes (to show deletion) and words that are inserted in the areas of the Form that are issued as blank spaces. In the event of a conflict between the language and/or contents (except for the bold or underlined text, overstruck text and/or text in formerly blank spaces) of the Form and the form of contract signed by the parties, the Form shall govern and be binding as between Seller and Purchaser.

PR2. Supplementing the representations made by Seller in Paragraph 4; Seller represents as follows:

4.1.5.1 Strictly as a courtesy, Seller shall, after actual receipt thereof, deliver to Purchaser copies of any written notices from the Corporation received after the Delivery Date and relating to: (1) any increase in the amount of the monthly Maintenance as set forth in paragraph 1.17; (2) any intended or proposed assessment other than the Assessment; (3) any intended or proposed changes to the "flip tax" or other transfer fee charged by the Corporation or its Managing Agent; (4) any proposed amendment or modification of the Lease, the Certificate of Incorporation of the Corporation or the Corporation's By-Laws; (5) any proposed construction or repair work the cost of which is intended to be borne by the Corporation, its insurers or its shareholders; (6) any refinancing or other material change with respect to any mortgage affecting the Premises; or (7) any damage or casualty to the Unit or the Premises. Notwithstanding the foregoing, Seller's failure to comply with the above shall not be deemed to be a default of the terms of the Contract or excuse Purchaser's obligation to close the transaction contemplated hereby.

4.1.9.2 Supplementing Para 4.1.9.2, Seller shall, at their sole cost and expense, terminate all UCC-1s against the Shares, regardless of date recorded, or alternatively, provide Purchaser or Purchaser's lender with the UCC-3s related to said open UCC-1s, and pay the recording fees.

4.1.10 Seller does not have any pending voluntary petition seeking bankruptcy protection or an arrangement with creditors or taken advantage of any bankruptcy,

reorganization, insolvency, readjustment or debt, dissolution or liquidation law or statute, or had any petition filed against it in any proceeding under any of the foregoing laws.

4.1.11 Intentionally omitted

4.1.12 To the best of Seller's knowledge there are no liens or violations against the Unit or the personal property included in this sale.

4.1.13 Intentionally Omitted.

4.1.14 Intentionally Omitted.

4.1.15 Intentionally Omitted.

4.1.16 Seller has no actual knowledge of any toxic mold in the Unit and has not treated the Unit for mold during Seller's ownership of the Unit.

4.1.17 To Seller's actual knowledge: (i) there are currently no water leaks into the Unit, (ii) there have been no water leaks into the Unit during the twelve (12) month period preceding the date of this Contract, and (iii) the Seller has not been notified of any water leaks which purport to emanate from the Unit during the twelve (12) month period preceding the date of this Contract. To the extent that any such leaks are discovered prior to the Closing and same are the responsibility of Seller, as per the Proprietary Lease and By-laws, Seller shall cause any and all necessary repairs to be completed prior to the Closing. To the extent that said leaks are the responsibility of the Corporation, Seller will notify the Corporation ; provided, however, that the Corporation's failure or delay in addressing same shall not delay Closing or excuse Purchaser's obligation to close the transaction contemplated hereby.

4.1.18 That to Seller's knowledge, there are no claims, actions, suits or legal proceedings of any kind pending or threatened (in writing), which affect the Unit, Seller's ownership of the Unit or which may cause a lien of any kind to be imposed against the Unit or Seller.

PR3. Intentionally Omitted

PR4. Any errors, omissions or discrepancies in computing apportionments or adjustments at Closing shall be promptly corrected by Purchaser and Seller. The provisions of this paragraph shall survive closing for a period for 60 days.

PR5. Upon the request of Purchaser, Seller agrees to provide Purchaser access to the Unit during regular business hours, for bank appraisal and/or within 72 hours of closing for the pre-closing walkthrough, subject to the current tenant's cooperation, provided that Purchaser shall be accompanied by an agent of Seller at a time provided for by mutual agreement of Seller and Purchaser. Purchaser shall indemnify, defend and hold Seller harmless from any and all liabilities, expenses and/or claims resulting from said access. The foregoing indemnity shall survive Closing or earlier termination of this Contract pursuant to its terms.

PR6. Intentionally Omitted

PR7. All representations, warranties and covenants of Seller set forth in this Contract shall be true in all material respects as of the Closing, and Purchaser's obligation to perform under this Contract is expressly conditioned upon there being no material breach, inaccuracy or misrepresentation in any of the same. However no such representations warranties or covenants shall survive closing unless specifically provided to survive in this contract.

PR8. Intentionally Omitted.

PR9. Supplementing paragraph 13. "13.5 Should either party default in its obligations hereunder, it shall be liable to the other for reasonable attorneys' fees and costs incurred by the other party in enforcing this Contract as determined by a court of competent jurisdiction. In the event that either party purports to cancel this Contract and Seller elects to retain the Contract Deposit as liquidated damages, the prevailing party in any subsequent lawsuit shall recover its reasonable attorney's fees and costs from the non-prevailing party. The award of such attorneys' fees and costs shall be recoverable as actual compensatory damages in addition to the amount of the Contract Deposit and/or liquidated damages which may be payable hereunder by either party."

PR10. Supplementing paragraph 15.1: Purchaser may also deliver a supplemental list of such Liens at a later date but not subsequent to the Closing if Purchaser becomes aware of the same at such later date. Upon receipt of such Supplemental List of Liens Seller shall be entitled to a reasonable adjournment of the Closing Date in order to clear same.

PR11. Intentionally Omitted.

PR12. Intentionally Omitted

PR13. Seller hereby agrees to cooperate with Purchaser if Purchaser elects at Purchaser's expense to obtain leasehold title insurance or the Eagle 9 UCC Cooperative Interest Insurance Policy in connection with Purchaser's purchase of the Unit, at no cost to Seller including, without limitation, provide with documents and signing a title affidavit in the form reasonably requested by the issuer of the Eagle 9 UCC Cooperative Interest Insurance Policy.

PR14. Supplementing Paragraph 3.3: Seller shall, at its own expense and prior to the Closing, remove from the Unit all furniture, furnishings and other personal property and/or fixtures not included in this transaction and shall repair in good and workmanlike manner any material damage caused by such removal. Any of Seller's personal property not included in the sale contemplated hereby which is not removed from the Unit prior to the Closing shall be deemed abandoned property. The unit will be broom clean and emptied of seller's personal property by the date of closing. The provision of this paragraph as relates to any personal property being abandoned shall survive the closing.

PR15. Intentionally Omitted.

PR16. Prior to Closing, Seller, at Seller's expense, shall cause all open permits and application involving the Unit for any work, including the legal combination of the Unit, improvements and/or alterations made at the Unit to be signed off in compliance with all applicable codes, rules, regulations, ordinances, statutes or other laws. Seller obligation resolve all open permits and applications under this paragraph shall be limited in cost to (\$5,000.00) five thousand dollars. If the cost for Seller to close all open permits and applications mentioned above then Purchaser may either cancel terminate this purchase agreement and receive a return of his contract deposit or accept this property with any outstanding permits or applications. If such permits, licenses and/or authorizations are in Seller's possession, Seller will deliver same to Purchaser at the Closing.

PR17. In the event that the removal by Seller of anything which had been affixed to, or hung upon, the walls of the Unit results in a hole remaining in the wall which is larger than a U.S Dime coin then, prior to Closing, Seller shall repair the hole in question so as to create a uniform surface at the wall in question but shall not be required to paint. Seller shall remove all brackets installed for wall-mounted televisions and repair any material damage to the walls as a result of such removal resulting in holes larger than a dime but shall not be required to paint.

PR18. Seller shall not shut off the electricity and gas service at the Unit prior to the Closing. The term "broom clean" as used on this Contract shall include, but is no not limited to, the requirement that the closets, cabinets, refrigerator, clothes washer and dishwasher be free and empty of all of Seller's personal property (and any waste materials).

PR19. Intentionally Omitted.

PR20: The parties agree that this deal is contingent on Purchaser sale of her cooperative unit located at 140s Middle Neck Road Great Neck New York. If this sale does not go forward then Purchaser may cancel this agreement and Seller shall promptly return Purchaser's Contract Deposit. Purchaser represents that their sale is in contract, their purchaser has satisfied any mortgage contingencies in said contract and that they presently have a clear to close and have scheduled their dale closing for March 7, 2024.

PR21: Supplementing Paragraph 1.6.1. The Contract Deposit of Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) shall be paid as following:

1.6.1.1 Purchaser shall pay Seller Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) at the signing of this contract and:

1.6.1.2 Purchaser shall pay Seller Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) within ten (10) days after Sale of her Cooperative Residential Unit located at 140S Middle Neck Road, Great Neck New York.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Purchaser's Rider to Contract of Sale on the day and year first above written.

SELLER:

PURCHASER:

Athanasia Manis
Athanasia Manis

Yuliya Sand
Yuliya Sand

Orestis Manis
Orestis Manis

EXCHANGE ADDENDUM

The following terms and conditions are hereby incorporated in and made a part of the Agreement dated February, , 2024, on property commonly known as 4523 Broadway, Unit 6A, New York, New York 10040, executed by Athanasia Manis & Orestis Manis ("Seller") and Yuliya Sand ("Buyer").

By executing this Addendum the parties intend to modify their existing Agreement as below. All other provisions of the existing Agreement shall remain in full force and effect.

1. INTENT TO EXCHANGE: It is the intent of SELLER, ("Exchanger") to utilize this transaction as part of a tax deferred exchange as provided in Internal Revenue Code Section 1031, as amended and the Treasury Regulations promulgated thereunder.

2. EXCHANGE COOPERATION CLAUSE: Select the appropriate Cooperation Clause.

Buyer hereby acknowledges it is the intent of either of the Sellers to effect an IRC Section 1031 tax deferred exchange which will not delay the closing or cause additional expense to the Buyer. The Seller's rights under this Agreement may be assigned to Investment Property Exchange Services, Inc. A Qualified Intermediary, for the purpose of completing such an exchange. Buyer agrees to cooperate with the Seller and Investment Property Exchange Services, Inc. in a manner necessary to complete the exchange.

Seller hereby acknowledges it is the intent of the Buyer to effect an IRC Section 1031 tax deferred exchange which will not delay the closing or cause additional expense to the Seller. The Buyer's rights under this Agreement may be assigned to Investment Property Exchange Services, Inc. A Qualified Intermediary, for the purpose of completing such an exchange. Seller agrees to cooperate with the Buyer and Investment Property Exchange Services, Inc. in manner necessary to complete the exchange.

3. ADDITIONAL TERMS:

4. TAX AND LEGAL ADVICE: The manner in which an exchange is structured will have significant tax and legal consequences. The parties hereto should always consult with their tax and/or legal advisor regarding the structure and specific requirements of an exchange.

By Signing below the parties hereto acknowledge a copy of this Addendum.

Athanasia Manis
Athanasia Manis, Seller

Orestis Manis
Orestis Manis, Seller

Yuliya Sand
Yuliya Sand, Purchaser

Investment Property Exchange Services, Inc.
