

THE LAW OFFICE OF
KAREN WEISS HIRSCH
142 WEST END AVENUE
SUITE 1T

By E-Mail

October 11, 2023

Alexander Li, Esq.

Jannes and Li

19-02 Whitestone Expressway

Suite 101

Whitestone, New York 11357

NEW YORK, NEW YORK 10023
TEL (212) 769-4343 FAX (212) 769-4986

EMAIL: KHIRSCH@KWHEESQ.COM

Re: Contract of Sale
Gurian to Shamban
315 West 70th Street
Cooperative Apartment 4G
New York, New York

Dear Alexander:

Attached please find the fully executed countersigned Contract of Sale for the above-referenced transaction.

In accordance with Rider 1 Par 35, this email transmission shall bind the parties. As such, all of the time provisions contained in the Contract of Sale are now in effect as of October 11, 2023.

Your client's transfer in the amount of \$59,500 in to my attorney trust account at JP Morgan Chase Bank, 60 East 42nd Street, New York, New York shall now be held on account of the Contract Deposit.

Please do not hesitate to reach out if either my client or I can be of any assistance in the application process.

I look forward to working with you and the successful conclusion of this transaction.

Please confirm receipt.

Very truly yours,

Karen



Prepared by the Committee on Condominiums and Cooperatives of the Real Property Section of the New York State Bar Association and approved by the Committee on Cooperatives and Condominiums of the Association of the Bar of the City of New York and the New York County Lawyers Association (7/01).

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT
Contract of Sale - Cooperative Apartment

This Contract is made as of **October 11 2023** between the "Seller" and the "Purchaser" identified below.

1 CERTAIN DEFINITIONS AND INFORMATION

1.1 The "Parties" are:

1.1.1 "Seller": **Stephen S. Gurian**

Prior names used by Seller:

Address: **3233 NE 34th Street**
Fort Lauderdale, Florida 33308

S.S. No.:

1.1.2 "Purchaser": **Nancy Shamban**

Address: **721 Washington Street, Apt 3A**
New York, New York 10014

S.S. No.:

1.2 The "Attorneys" are:

1.2.1 "Seller's Attorney"

Karen Hirsch, Esq.

Karen Hirsch, Esq.

Address: **142 West End Avenue, Suite 1-T**
New York, New York, New York 10023

Telephone: **(212) 769-4343**

Fax: **(212) 769-4986**

1.2.2 "Purchaser's Attorney"

Alexander Li, Esq.

Jannes and Li

Address: **19-02 Whitestone Expressway, Suite 101**
Whitestone, New York 11357

Telephone: **(929) 357-4308**

Fax:

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

1.4 The Managing Agent is: **Akam Associates**

Address: **99 Park Avenue, 14th Floor**
New York, New York 10016

Telephone: **(212) 986-0001**

Fax: **(212) 986-0002**

1.5 The real estate "Broker(s)" (see ¶12) is/are:

Company Name: **Corcoran Group Real Estate and The Conzalez Property Group**

1.6 The name of the cooperative housing corporation ("Corporation") is: **Presidential Towers Residence Inc.**

1.7 The "Unit" number is: **4G**

1.8 The Unit is located in "Premises" known as:

315 West 70th Street
New York, New York 10023

1.9 The "Shares" are the **158** 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 **wall units in livingroom**

1.12 Specifically excluded from this sale is all personal property not included in ¶1.11 and: **None**

1.13 The sale [does] [does not] include Seller's interest in [Storage]/[Servant's Rm]/[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 on or about **1/10/2024** ³¹ * **SEE RIDER** ("Scheduled Closing Date") at **12:30 p.m.**, at **office of managing agent** (See ¶¶ 9 and 10)

1.16 The "Purchase Price" is: **\$ 595,000.00**

1.16.1 The "Contract Deposit" is: **\$ 59,500.00**

1.16.2 The "Balance" of the Purchase Price due at Closing is: **\$ 535,500.00** (See ¶2.2.2)

1.17 The monthly "Maintenance" charge is **\$ 1,366.94**

(See ¶4)

1.18 The "Assessment", if any, payable to the Corporation, at the date of this Contract is **\$ None**, 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. **None**

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 but 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 \$ _____ for a term of _____ years or such lesser amount or shorter term as applied for or acceptable to Purchaser; and the "Loan Commitment Date" for ¶18 is _____ 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:
Purchaser
- 1.23.1 persons and relationship to Purchaser:
- 1.23.2 pets: **one (1) cat**
- 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: **JP Morgan Chase Bank, N.A.**
Address: **60 East 42nd Street, New York, New York 10017**

(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 CONSENT 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 Section 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, 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 Par. 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 headings 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

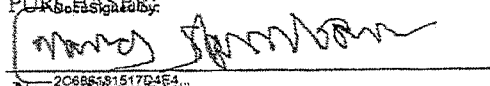
If applicable, the complete and fully executed Disclosure of Information on Lead Based Paint and or Lead-Based Paint Hazards is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have
duly executed this Contract as of the date first above
written.


SELLER:


Stephen S. Gurian

PURCHASER:


Nancy Strambau

ESCROW TERMS AGREED TO: Karen Hirsch, Esq.

By: 

ESCROWEE

Continued on addendum or rider attached hereto.

SELLER RIDER TO, AND PART OF, CONTRACT OF SALE BETWEEN

Stephen S. Gurian, as Seller

And

Nancy Shamban, as Purchaser

FOR UNIT 4G located at 315 West 70th Street, New York, New York

Wherever the terms, conditions or covenants of the printed Contract of Sale shall be in conflict with the terms, conditions or covenants of this Rider to the Contract of Sale, the terms, conditions or covenants of this Rider shall govern and be binding.

31. Supplementing Par. 6, Purchaser shall deliver the Board package with the requisite accompanying documentation and fees to the Selling Broker for review and comment. Thereafter, the Selling Broker shall effect the submission to the Managing Agent. Delivery to the Selling Broker shall satisfy the provisions of Par.6 as to delivery of the sale package to the Corporation.

32. In order to induce Seller to accept the offer to purchase as evidenced by counter-execution of the Contract of Sale by Seller and delivery to Purchaser's attorney of fully executed Contracts of Sale, Purchaser represent to Seller that (i) Purchaser has not previously made an application to a cooperative corporation to purchase a cooperative apartment that has been denied ; (ii) Purchaser has never filed for bankruptcy protection; (iii) to Purchaser's actual knowledge (without investigation made), Purchaser does not have any judgments or liens against her other than the lien of the lender on the "Existing Apartment" (as defined below); (iv) Purchaser has filed Federal, State and City tax returns for last 3 years and does not have, to Purchaser's actual knowledge (without investigation made), any outstanding unpaid federal or state or city tax liens; (v) to Purchaser's actual knowledge (without investigation made), Purchaser is not a party to a lawsuit either as plaintiff or defendant; (vi) Purchaser is current on credit card, revolving debt and/or outstanding loan payments; and (vii) Purchaser shall complete the purchase on an "all cash" basis such that Purchaser shall not seek any financing in connection with this transaction.

33. Modifying Contract Paragraph 11.3, and notwithstanding anything to the contrary contained herein, Purchaser shall pay any fees customarily required of all purchasers by the

Corporation and/or Managing Agent, including but not limited to application fees, credit report fees, and "move-in" fees and/or deposits and non-refundable move in fee .

Similarly Seller shall pay any fees customarily required of all sellers by the Corporation and/or Managing Agent, including but not limited to move out fees, non-refundable move out fee, transfer fees, etc.

34. Purchaser has inspected the Unit and agrees to take it "as-is" as of the date of this Contract except as otherwise set forth in this Contract and its riders and except further that the top of the oven is not working and will not be at time of closing.

Seller shall not be obligated to make any repairs, improvements or modifications to the Unit or to its equipment, doors, windows, floors, cabinetry, blinds or fixtures unless otherwise provided in this Contract and its riders. Purchaser shall accept the floors subject to scratches imperfections as currently exist and shall accept the walls in the Unit subject to such minor* chips, minor* holes and/or minor* indentations as are ordinarily created by the removal of hanging pictures, mirrors or other wall decorations and the like being taken by Seller.

Purchasers acknowledge that neither Seller nor any representative or agent of Seller has made any representation or warranty (expressed or implied) as to the physical condition, state of repair, expenses or operation of the Unit or any matter of thing affecting or relating to the Unit, the Cooperative or this Contract, except as specifically set forth in this Contract and Riders. Seller shall not be liable or bound in any manner by any oral or written statements, representation, warranty, agreement or information relating to the Unit of this contract furnished by a real estate broker, agent or other person, unless specifically set forth herein. The parties specifically covenant and agree that Seller has made no representation as to the existence or absence of toxic or hazardous materials or substances other than those representations made in the annexed Lead Based Paint Disclosure form, the Purchaser having had the opportunity to ascertain the condition of the Unit independently prior to contract signing.

*Minor= Any hole remaining after removal of Seller's Personal Property that is larger than a U.S. Dime shall be filled and spackled but Seller shall not be required to paint

35. It is consented to and agreed that PDF signature copies or docu-sign copies of the signatures of the Parties of this Contract of Sale and pages that same are located thereon shall be deemed to be originals. It is further agreed This Contract of Sale and Riders thereto may be executed in any number of counterparts. Each counterpart shall be for all purposes deemed to be an original, and all such counterparts shall together constitute and be but one and the same instrument.

Supplementing Par 17.3, facsimile signatures or scanned signatures sent by email shall bind the

parties and shall be deemed originals. Par 14 of the Contract shall be supplemented to provide that the Contract may be sent electronic mail.

36. Supplementing Par 4.1.5, Seller shall not be responsible if the Corporation, subsequent to execution and delivery of this Contract, increases the maintenance or imposes an assessment. Purchaser shall not have the right to terminate the Contract nor receive any reimbursement or compensation of any kind because of such increase in maintenance or imposition of an assessment subsequent to the execution and delivery of this Contract. Further, Purchaser has independently verified the current maintenance and assessment amount.

37. If litigation is commenced by any party regarding the money held in escrow by Seller's attorney, the parties agree that Seller's attorney shall not be made a party to any lawsuit regarding release of said escrow except in the event of gross misconduct or willful default by Escrowee. Any litigation, except in the event of gross misconduct or willful default by Escrowee, shall be solely between the parties, and Seller's attorney agrees not to disburse any escrow which is subject to dispute until provided for in a court order, judgment or stipulation between parties.

38. In the event that governmental restrictions or Corporation restrictions relating to COVID-19 prevent the "in person" performance by either party of any obligations hereunder, the parties shall cooperate with one another in establishing alternate procedures, e.g. attending personal interviews by teleconference or videoconference (§6.2.2) and conducting the Closing via escrow delivery of documents and funds (§§1.15 and 9) to the extent authorized and permitted by the Corporation. Additionally the parties agree to cooperate in good faith and mutually agree to extend/adjust contract dates as may become necessary by reason of governmental restrictions or corporate adopted restrictions relating to COVID-19.

39. Notwithstanding anything in the printed form of the Contract of Sale, the subject transaction is contingent upon the successful conclusion of the sale by Purchaser of Purchaser's Existing Apartment 3A located at 321 Washington Street, New York, New York (hereinafter the "Existing Apartment"). Said Existing Apartment is presently the subject of a contract of sale dated September 29, 2023 with a closing date of on or about **November 28, 2023** a copy of which is annexed hereto.

In the event that the sale of the Purchaser's Existing Apartment is not completed for any reason whatsoever, except Purchaser's willful default (as the seller of the Existing Apartment in that case), **then within five (5) business days of the termination of the contract for Purchaser's Existing Apartment, Purchaser may elect to either : (i) waive this contingency and proceed with this subject transaction nonetheless or (ii) to cancel this Contract of Sale by written notice to Seller** (which notice can be sent by email) and the Contract Deposit shall be promptly released and returned/refunded as follows:

- a) The prorated maintenance for the subject Unit from the Delivery Date through the date of cancellation of this Contract plus two (2) months maintenance which shall be paid from the Contract Deposit to Seller;
- and
- b) the remainder of the Contract Deposit shall be paid to Purchaser.

Purchaser shall keep the Seller abreast of the developments in the sale of Purchaser's Existing Apartment. In the event the contract for Purchaser's Existing Apartment is terminated for any reason, Purchaser shall promptly notify Seller of same and the reason therefore and of her decision whether or not to proceed with the subject transaction or terminate and receive a refund of the Contract Deposit less the prorated maintenance for the subject Unit from the Delivery Date through the date of cancellation of this Contract plus two (2) months maintenance which shall be released to Seller.

Further in the event that the closing of the Existing Apartment has not been occurred **and/or the Existing Apartment sales contract has not been cancelled by January 31, 2024**, then it shall be Seller's sole option whether to cancel this Contract or grant Purchaser additional time to conclude the sale of Purchaser's Existing Apartment unless Purchaser waives the sale contingency and elects to promptly proceed with the closing on this transaction nonetheless.

40. Supplementing and modifying Par 1.15 of the printed form Contract of Sale, the closing date shall be on the earlier to occur of:

on or about January 31, 2024

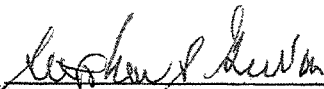
or

no later than ten (10) days following the actual closing date of Purchasers Existing Apartment (subject to Management availability for closing)

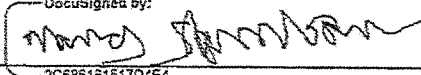
whichever is sooner.

The Parties have duly executed this Rider as of the same date as of the Contract.

SELLER:


Stephen S. Gurian

PURCHASER:

DocuSigned by:

20686161517D4E4...
Nancy Shamban

PURCHASER'S RIDER TO THE CONTRACT OF SALE

Seller: Stephen S. Gurian

Purchaser: Nancy Shamban

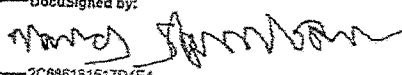
Premises: 315 West 70th Street, Unit 4G, New York, New York 10023

- 1) This **Purchaser's** Rider shall override any provision in the contract of sale or Seller rider signed prior to the date hereof that is in conflict with any provision in this **Purchaser** Rider.
- 2) **Supplementing Par. 17 of the printed form Contract of Sale**, all notices under the contract of sale may be sent by fax or email with confirmation of delivery.
- 3) **Supplementing Rider Paragraph 35**, the contract of sale and all riders, including this Rider and any and all future amendments may be signed and transmitted to the opposing party electronically. All such electronic copies shall be treated as originals.
- 4) A copy of the lien search sent by the title company to the Seller's attorney shall satisfy all notice provisions of defective title under the contract.
- 5) **All violations issued between Delivery Date and Closing shall be removed prior to closing.**
- 6) **Supplementing, Par. 4.16, to best of Seller knowledge and without duty to investigate**, Seller either has not made any alterations or additions to the Unit or any alterations and additions to the Unit **made by Seller were made** in compliance with all requirements of the Cooperative, applicable laws, and governmental regulations **any** necessary permits and licenses were obtained and **any** required fees were paid in connection with such alterations; **if any and if applicable** and **any** such alterations were approved by the appropriate governmental agency and received written consent and approval by the Cooperative. Seller shall close any open permits against the unit.
- 7) All plumbing, heating, cooling (if any), electrical and mechanical systems, fixtures and all appliances (with the exception of the oven) included in this sale shall be in working order as of the date of Closing, to the extent that they are the seller's responsibility to maintain under the proprietary lease.
- 8) All time frames shall commence as of the date the Purchaser's attorney receives the fully executed contract of sale.
- 9) There shall be no post closing possession. **Supplementing Par 7.2** the Unit shall be delivered free of any tenancies at the time of closing.
- 10) Seller represents to the best of Seller's actual knowledge **and without the duty to investigate** that there have not been any leaks into the Unit and Seller has not received written notice of any leaks from the Unit, for a period of twelve (12) months

prior to the date of the Contract. The Unit shall be delivered free from any active leaks, but it shall be incumbent upon Purchaser to note any objections in this regard at or prior to closing.

- 11) Seller represents to the best of Seller's actual knowledge that the Seller has not, in the past twelve (12) months, lodged any written complaints with the building's superintendent or other staff, the building management or the Cooperative Board regarding the Unit, the Building or any other Unit owner including, but not limited to, issues in connection with noises, smells or other offensive conduct on the part of nearby residents, or the presence of vermin or insect infestation (including but not limited to bed bugs).
- 12) Seller shall indemnify and hold Purchaser harmless from and against any fees, costs, claims and/or liability including but not limited to any penalties and/or reasonable attorneys' fees as a result of Seller's misrepresentation or failure to file the (i) New York State transfer tax returns in a timely manner or pay the amounts due New York State pursuant to transfer tax returns, (provided Purchaser appropriately completes its portions of the returns); (ii) FIPRTA Affidavit; (iii) IRS Form 1099-S; (iv) IT-2664, if applicable. This paragraph shall survive Closing.
- 13) Seller shall pay (1) the corporation's flip tax, if any (2) any local or state transfer tax and (3) the transfer agent or coop attorney fee (other than any fee related to purchaser's financing), as invoiced by the transfer agent or coop attorney for payment by a seller.


Stephen S. Gurian

DocuSigned by:

2C686161517D4E4...
Nancy Shamban



99 PARK AVENUE
14TH FLOOR
NEW YORK, NY 10016

Return Service Requested

316-218
STEPHEN S. GURIAN
APT.609
3233 NE 34TH ST
FT LAUDERDALE FL 33308-6947

STATEMENT October 2023

PRESIDENTIAL TOWERS

Due Date	Amount Due	Account Number	Unit
10/01/2023	\$0.00	316-218	4G

Registration Code F84C7A

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WWW.CLICKPAY.COM/AKAM

- ✓ View current bills
- ✓ Pay your bill
- ✓ Review balance
- ✓ Review past bills
- ✓ Update your information

FOR CLICKPAY INQUIRIES CALL 1-800-533-7901

This bill reflects payments processed through 9/18/23

Item	Balance
MAINTENANCE	\$1,366.94
ACH DEBIT	(\$1,366.94)
Total Due	\$0.00

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99 PARK AVENUE
14TH FLOOR
NEW YORK, NY 10016
212-986-0001

Due Date	Amount Due	Account Number	Unit
10/01/2023	\$0.00	316-218	4G

Registration Code F84C7A

Make Check Payable To:
PRESIDENTIAL TOWERS

Remit To:

AKAM ASSOCIATES, INC.
P.O. BOX 355
EMERSON, NJ 07630

Bill To:

STEPHEN S. GURIAN
APT.609
3233 NE 34TH ST
FT LAUDERDALE FL 33308-6947



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