

WARNING: NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN LANGUAGE"). NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION. This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT

Residential Contract of Sale

Contract of Sale made as of **September**, 2024 BETWEEN

ASHFORD BUYERS LLC,

Address:
Social Security Number / Fed. I.D. No(s):
hereinafter called "Seller" and

STEPHANIE NAZAIRE,

Address: 1493 Troy Avenue, Brooklyn, New York 11203
Social Security Number / Fed. I.D. No(s):
hereinafter called "Purchaser".

The parties hereby agree as follows:

1. **Premises:** Seller shall sell and convey and Purchaser shall purchase the property, together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A", annexed hereto and made a part hereof and also known as:

Street Address: 79 Ashford Street, Brooklyn, New York 11207

Tax Map Designation: Section: Block: 3924 Lot: 1

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

2. **Personal Property:** This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, switch plates and door hardware, venetian blinds, window treatments, shades, screens, awnings, storm windows, storm doors, window boxes, mail box, TV aerials, weather vane, flagpole, pumps, shrubbery, fencing, outdoor statuary, tool shed, dishwasher, washing machine, clothes dryer, garbage disposal unit, range, oven, refrigerator, freezer, air conditioning equipment and installations, wall to wall carpeting and built-ins not excluded below (strike out inapplicable items).HOWEVER, ONLY AND SOLELY TO THE EXTENT THAT THE SAME ARE LOCATED AT THE PREMISES AT THE EXECUTION OF THIS CONTRACT OF SALE. IF AN ITEM IS NOT LOCATED AT THE PREMISES AT SUCH TIME, THEN IT WILL NOT BE DELIVERED AND WILL BE DEEMED STRUCK FROM THIS PARAGRAPH AND CONTRACT. Excluded from this sale are furniture and household furnishings and

3. **Purchase Price:** The purchase price is ~~\$1,350,000.00~~* \$1,430,000.00 payable as follows:
(a) on the signing of this contract, by Purchaser's check payable to the Escrowee (as hereinafter defined), subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 6 of this contract (the "Downpayment"): ~~\$~~ **\$ 75,000.00**
(b) balance at Closing in accordance with paragraph 7: ~~\$1,275,000.00~~ \$1,355,000.00

~~*Seller shall give Purchaser a concession at closing up to \$0.00 for closing costs and prepaid items. Purchaser shall reimburse the Seller for the increase in transfer taxes occasioned by such concession.~~

4 & 5. INTENTIONALLY OMITTED.

6. Down Payment in Escrow:

(a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated bank account at FLAGSTAR BANK until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall not (~~Delete if inapplicable~~) hold the Downpayment in an interest-bearing account for the benefit of the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within ten (10) business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such ten (10) day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the country in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

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

(c) Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

(d) Escrowee acknowledges receipt of the Downpayment by check subject to collection and Escrowee's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this contract.

(e) Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee. The parties hereto hereby agree that the Escrowee shall not be made a party to any litigation and if a party does so, then such party shall be obligated to promptly pay the Escrowee at the time of the initiation of the action and continuing throughout for his costs and expenses to appear in such action, including reasonable attorney's fees.

7. Acceptable Funds: All money payable under this contract, unless otherwise specified, shall be paid by:

(a) Cash, but not over One Thousand (\$1,000.00) Dollars;

(b) Good certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon not less than 3 business days notice to Purchaser;

(c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of Five Hundred (\$500.00) Dollars; and

(d) As otherwise agreed to in writing by Seller or Seller's attorney.

8. Mortgage Commitment Contingency. (Delete paragraph if inapplicable. For explanation, see: NOTES ON MORTGAGE COMMITMENT CONTINGENCY CLAUSE.)

(a) The obligation of Purchaser to purchase under this contract is conditioned upon issuance, on or before **THIRTY (30) DAYS** after a fully executed copy of this contract is given to Purchaser or Purchaser's attorney in the manner set forth in paragraph 25 or subparagraph 8(j) (the "Commitment Date"), of a written commitment from an Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of **\$1,275,000.00** for a term of at least 30 years (or such lesser sum or shorter term as Purchaser shall be willing to accept) at the prevailing fixed or adjustable rate of interest and on other customary commitment terms (the "Commitment"). To the extent a Commitment is conditioned on the sale of Purchaser's current home, payment of any outstanding debt, no material adverse change in Purchaser's financial condition or any other customary conditions, Purchaser accepts the risk that such conditions may not be met; however, a commitment conditioned on the Institutional Lender's approval of an appraisal shall not be deemed a "Commitment" hereunder until an appraisal is approved (and if that does not occur before the Commitment Date either side may cancel under subparagraph 8(e) unless the Commitment Date is extended). Purchaser's obligations hereunder are conditioned only on issuance of a Commitment. Once a Commitment is issued, Purchaser is bound under this contract even if the lender fails or refuses to fund the loan for any reason, unless through no fault of the Purchaser.

(b) Purchaser shall (i) make prompt application to one or, at Purchaser's election, more than one Institutional Lender for such mortgage loan, (ii) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan, (iv) pursue such application with diligence, and (v) cooperate in good faith with such Institutional Lender(s) to obtain a Commitment. Purchaser shall accept a Commitment meeting the terms set forth in subparagraph 8(a) and shall comply with all requirements of such Commitment (or any other commitment accepted by Purchaser). Purchaser shall furnish Seller with a copy of the Commitment promptly after receipt thereof.

(c) (Delete this subparagraph if inapplicable) Prompt submission by Purchaser of an application to a mortgage broker registered pursuant to Article 12-D of the New York Banking Law ("Mortgage Broker") shall constitute full compliance with the terms and conditions set forth in subparagraph 8(b)(i), provided that such Mortgage Broker promptly submits such application to such Institutional Lender(s). Purchaser shall cooperate in good faith with such Mortgage Broker to obtain a Commitment from such Institutional Lender(s).

(d) If all Institutional Lenders to whom applications were made deny such applications in writing prior to the Commitment Date, Purchaser may cancel this contract by giving Notice thereof to Seller, with a copy of such denials, provided that Purchaser has complied with all its obligations under this paragraph 8.

(e) If no Commitment is issued by an Institutional Lender on or before the Commitment Date, then, unless Purchaser has accepted a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 8(a), Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, provided that such Notice includes the name and address of the Institutional Lender(s) to whom application was made and that Purchaser has complied with all its obligations under this paragraph 8.

(f) If this contract is canceled by Purchaser pursuant to subparagraphs 8(d) or (e), neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser and except as set forth in paragraph 27.

(g) If Purchaser fails to give timely Notice of cancellation or if Purchaser accepts a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 8(a), then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Downpayment by reason of the contingency contained in this paragraph 8.

(h) If Seller has not received a copy of a commitment from an Institutional Lender accepted by Purchaser by the Commitment Date, Seller may cancel this contract by giving Notice to Purchaser. After such cancellation neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser (provided Purchaser has complied with all its obligations under this paragraph 8) and except as set forth in paragraph 27.

(i) For purposes of this contract, the term "Institutional Lender" shall mean any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this state, the United States or any other state, foreign banking corporation licensed

by the Superintendent of Banks of New York or regulated by the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans.

(j) For purposes of subparagraph 8(a), Purchaser shall be deemed to have been given a fully executed copy of this contract on the third business day following the date of ordinary or regular mailing, postage prepaid.

9. **Permitted Exceptions:** The Premises are sold and shall be conveyed subject to the following, as long as the same do not render title unmarketable:

(a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided

that they are not violated by the existing buildings and improvements erected on the property or their use;

(b) Consents for the erection of any structures on, under or above any streets on which the Premises abut;

(c) Minor Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;

(d) Real estate taxes that are a lien, but are not yet due and payable; and

(e) The other matters, if any, including a survey exception, set forth in a Rider attached.

Provided that A-E do not render title unmarketable.

10. **Governmental Violations and Orders:**

(a) Seller shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date of closing by any governmental department having authority as to lands, housing, buildings, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters.

(b) (Delete if inapplicable) All obligations affecting the Premises pursuant to the Administrative Code of the City of New York incurred prior to Closing and payable in money shall be discharged by Seller at or prior to Closing.

11. **Seller's Representations:**

(a) Seller represents and warrants to Purchaser that:

(i) The Premises abut or have a right of access to a public road;

(ii) Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;

(iii) Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");

(iv) The Premises are not affected by any exemptions or abatements of taxes; and

(v) Seller has been known by no other name for the past ten years, except

(b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.

(c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

12. **Condition of Property:** Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and of all other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in their present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing (except as otherwise set forth in paragraph 16(e)), without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise)

to Seller, to inspect the Premises before Closing.

13. **Insurable Title:** Seller shall give and Purchaser shall accept such title as any reputable title company selected by Purchaser shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this contract.

14. **Closing Deed and Title:**

(a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a bargain and sale deed with covenant against Grantor's acts deed in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law.

(b) If Seller is a corporation, it shall deliver to Purchaser at the time of Closing (i) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (ii) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that Section.

15. **Closing Date and Place:** Closing shall take place at the offices of Sunil K. Agarwal, P.C., 118-35 Queens Boulevard, Suite 1610, Forest Hills, New York 11375 at 10:00 o'clock on or about ~~October 21st, 2024.~~ CLOSING MUST OCCUR EITHER REMOTELY ~~FOR THE SELLER~~ OR AT THE OFFICE OF SELLER'S ATTORNEY.

45 days from
Contract Signing

16. **Conditions to Closing:** This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.

(b) The delivery by Seller to Purchaser of a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the buildings) and all of the other improvements located on the property authorizing their use as TWO (2) FAMILY DWELLING at the date of Closing.

(c) The delivery by Seller to Purchaser of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled under FIRPTA to rely on such certification, Purchaser shall deduct and withhold from the purchase price a sum equal to 15% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

(d) The delivery of the Premises and all buildings) and improvements comprising a part thereof in broom clean condition, vacant and free of leases or tenancies, together with keys to the Premises

(e) All plumbing (including water supply and septic systems, if any), heating and air conditioning, if any, electrical and mechanical systems, equipment and machinery in the buildings) located on the property and appliances which are included in this sale being in working order as of the date of Closing.

(f) If the Premises are a one or two family house, delivery by the parties at Closing of affidavits in compliance with state and local law requirements to the effect that there is installed in the Premises a smoke detecting alarm device or devices.

(g) The delivery by the parties of any other affidavits required as a condition of recording the deed.

17. **Deed Transfer and Recording Taxes:** At Closing, certified or official bank checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the party required by law or by this contract to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

18. **Apportionments and Other Adjustments; Water Meter and Installment Assessments:**

(a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing:

(i) taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed; (ii) fuel; (iii) interest on the existing mortgage; (iv) premiums on existing transferable insurance policies and renewals of those expiring prior to Closing; (v) vault charges; (vi) rents as and when collected.

(b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation.

(c) Seller represents that there is a water meter on the Premises, Seller shall furnish a reading to a date not more than ninety (90) days before Closing and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

(d) If at the date of Closing the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing.

(e) Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

19. **Allowance for Unpaid Taxes, etc.:** Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefor computed to said date are produced at Closing.

20. **Use of Purchase Price to Remove Encumbrances:** If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon notice (by telephone or otherwise), given not less than 3 business days before Closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

21. **Title Examination; Seller's Inability to Convey; Limitations of Liability:**

(a) Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract ~~or, if this contract is subject to the mortgage contingency set forth in paragraph 8, after a mortgage commitment has been accepted by Purchaser.~~ Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorneys) for Seller promptly after receipt thereof.

(b) (i) If at the date of Closing Seller is unable to transfer title to Purchaser in accordance with this contract, or Purchaser has other valid grounds for refusing to close, whether by reason of liens, encumbrances or other objections to title or otherwise (herein collectively called "Defects"), other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract; (ii) if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing hereunder for a period ~~or periods not exceeding 60~~ days in the aggregate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire), and the date for Closing shall be adjourned to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjourned date; (iii) notwithstanding the foregoing, the existing 'mortgage (unless this sale is subject to the same) and any matter created by Seller ~~after the date hereof~~ shall be released,

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discharged or otherwise cured by Seller at or prior to Closing.

(c) If this contract is cancelled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that: (i) Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless cancelled as a result of Purchaser's default or pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto, and the net cost, if actually paid or incurred by Purchaser, for updating the existing survey of the Premises or of a new survey, and (ii) the obligations under paragraph 27 shall survive the termination of this contract.

Delivery of a title report shall be deemed sufficient notice of objection.

22. Affidavit as to Judgments, Bankruptcies, etc.: If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver an affidavit at Closing showing that they are not against Seller.

23. Defaults and Remedies:

(a) If Purchaser willfully defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment on contract as liquidated damages, it being agreed that Seller's damages in case of Purchaser's wilful default might be impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

(b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.

24. Purchaser's Lien: All money paid on account of this contract, and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection charges, are hereby made liens on the Premises, but such liens shall not continue after default by Purchaser under this contract.

25. Notices: Any notice or other communication ("Notice") shall be in writing and either

(a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by registered or certified mail, postage prepaid, or

(b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered; or;

(c) with respect to paragraph 7(b) or paragraph 20, sent by fax to the party's attorney. Each Notice by fax shall be deemed given when transmission is confirmed by the sender's fax machine. A copy of each Notice sent to a party shall also be sent to the party's attorney. The attorneys for the parties are hereby authorized to give and receive on behalf of their clients all Notices and deliveries. This contract may be delivered as provided above or by ordinary mail..

26. No Assignment: This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignments) made without such consent shall be void.

27. Broker: Seller and Purchaser each represents and warrants to the other that it has not dealt with any broker in connection with this sale other than **TH GONZALEZ PROPERTY GROUP LLC & KEYSTONE REALTY USA CORP** (the "Broker") and Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

28. Miscellaneous:

(a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered

into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.

(e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

(f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

(h) This contract is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

(i) 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.

THE FOLLOWING PARAGRAPHS ARE ADDITIONS TO THE STANDARD PROVISIONS OF THE FORM CONTRACT OF SALE, AS SET FORTH HEREIN ABOVE, AND, AS SUCH, CONSTITUTE A RIDER TO THIS CONTRACT OF SALE. IF THERE SHALL BE ANY INCONSISTENCIES BETWEEN THIS RIDER AND THE BASIC FORM CONTRACT HEREIN, THIS RIDER SHALL PREVAIL, CONTROL AND TAKE PRECEDENCE OVER SAID PRINTED FORM OF CONTRACT.

29. The Purchasers shall take the Premises subject to the following:

a) The premises as set forth in a survey and/or survey reading, if any, if the same are annexed hereto;

b) Party wall agreements, easements, reservations, terms, covenants, provisions and restrictions contained in agreements of record, if any, so far as the same may be in present force and effect, provided that the same do not bar present uses of said present structure thereon;

c) Rights contained instruments of record, if any, so far as the same may be in present force or effect, in favor of any public or quasi-public utility, provided the same are alike, similar or common to rights affecting other property in the vicinity of said Premises; no more than 6 inches

d) Encroachments, ~~if any~~, upon the affixations, if any, to these Premises and/or building thereon, of walls, foundations or appurtenances of buildings located on adjoining premises, as well as encroachments, if any, building walls, foundations or appurtenances belonging to these Premises upon adjoining premises;

e) Rights, if any, acquired by any utility company to maintain and operate lines, wires, cables, poles and distribution boxes in, over and upon said Premises; and

f) ~~Any and all assessments becoming liens subsequent to the date hereof, provided, however, that if at the date hereof, the Premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or now may become payable in annual installments, or which the first installment is now a lien or has been paid, then for the purposes of this Contract of Sale, all the unpaid installments of any such assessment, including those which that are to become due and payable after delivery of the deed, shall be deemed to be due and payable and to be liens upon the Premises affected thereby, and shall be paid and discharged by the Sellers upon the delivery of the deed to the Purchasers.~~

30. ~~The Seller shall have no obligation to procure any permit, certificate, license or letter or any equivalent thereof or to close or withdraw any open permits or applications or to legalize any structures at the premises or to provide evidence that no such permits, certificates, licenses or letters, or their equivalents. If the Purchaser objects then the Seller shall have the right to cancel the contract of sale and upon the refund of the Purchaser's~~

~~entire down payment with cost of title and survey, the contract of sale shall be deemed terminated and of no further force and effect. The Purchaser may, however, elect to proceed to closing with the Premises in its "as is" condition without any abatement in price.~~ If the premises predates C of O requirements and the Seller shall have no obligation whatsoever to procure a C of O for the premises as long as the premises were taxed as per the C of O representation contained herein at the relevant time when a C of O was required.

31. ~~The Seller shall have no obligation to clear any violations of record or to pay any monetary fines therefor. If the Purchaser objects then the Seller shall have the right to cancel the contract of sale and upon the refund of the Purchaser's entire down payment, the contract of sale shall be deemed terminated and of no further force and effect. The Purchaser may, however, elect to proceed to closing with the Premises in its "as is" condition without any abatement in price.~~

without incurring an expense greater than 1% of the purchase price

32. If the Seller shall be unable to convey title in accordance with the provisions of this Contract of Sale ~~for any reason whatsoever, then the Seller shall have the right to cancel the contract of sale and upon the refund of the Purchaser's entire down payment, the contract of sale shall be deemed terminated and of no further force and effect. The Purchaser may, however, elect to proceed to closing with the Premises in its "as is" condition without any abatement in price.~~

as well as reimbursement of title fees and survey fees incurred by Purchaser

33. If the property be subject to any liens, such as transfer, inheritance, estate or other similar taxes, the amount of which has not been finally fixed, the same shall not be deemed an objection to title, provided that any New York State title company in good standing to which the Purchasers have applied for title insurance will, at the closing of title, issue a title policy which will insure the Purchasers against the collection of said taxes from said Premises.

34. ~~It is agreed that the Sellers will be credited in the adjustment for the costs of fuel (including federal taxes, sales taxes and other charges) delivered to the Premises, on the agreed date of the adjustment. It is also agreed that the certificate of any representative of the fuel company from whom the Sellers have purchased fuel will be conclusive as to the amount of the fuel adjustments. The Purchasers waive delivery of copies of gas and electrical bills incurred by the Sellers for the past twelve calendar months.~~

35. If the Purchaser's down payment fails to clear for any reason whatsoever, even though not the fault of the Purchaser, the Seller may terminate the Contract. If the Seller permits the Purchaser to reinstate the contract, then as a condition of such reinstatement, the Purchaser shall pay a fee of \$160.00 to Seller's counsel by certified funds, or their equivalent, as and for legal fees and bounced check charge.

36. Acceptance of a deed by the Purchasers shall be deemed full performance and compliance with the terms of the Contract of Sale and act as a discharge of all obligations on the part of the Sellers to perform hereunder, and no terms of the Contract of Sale shall survive the delivery and acceptance of the deed by the Purchasers, except as herein otherwise specifically provided.

37. Neither the submission of this Contract of Sale to the Purchaser nor the execution thereof by the Purchaser shall constitute an offer by the Seller to sell the premises herein described to the Purchaser. This Contract of Sale shall not be nor become binding upon the Seller to any extent, or for any purpose, whatsoever unless and until ALL of the following events shall have occurred: i) It is executed by the Seller; and; ii) A fully executed copy thereof is delivered to the Purchaser and/or their counsel; and; iii) Purchaser's down payment has cleared into Seller's attorneys IOLA account.

38. The Purchaser agrees to cooperate with Seller in effectuating a 1031 like kind exchange relating to this property, should Seller elect to pursue same, and Purchaser shall cooperate with Seller, Counsel, and any Qualified Intermediary, at no cost or liability to Purchaser, to effectuate the same.

Is seller performing a 1031?

39. This agreement is a result of bilateral negotiations between the parties. Accordingly, any ambiguity shall not create a presumption in favor of or against either party.

40. Purchaser shall not assign nor record this contract, or any memorandum thereof, and any attempt to do so shall be a material default and the Seller may cancel the contract and pursue any and all remedies for

default by Purchaser as provided herein or by law or equity. the deposit

41. In the event of a default of the ~~contract~~ of sale by the Purchaser, the Seller shall be entitled to liquidated damages in the sum of ~~10%~~, which the Purchaser acknowledges is a fair and reasonable estimate of the damages suffered by the Seller and does not constitute a penalty. ~~The Purchaser shall be liable for such sum notwithstanding the fact that he may have paid a lesser amount at the time that the contract was executed. The Purchaser acknowledges that the Seller permitted payment of such lesser sum at such time solely as an accommodation to the Purchaser.~~

42. It is understood and agreed that if the mortgage commitment received by the Purchaser, which otherwise meets all of the requirements for same contained herein, shall not give rise to the Purchasers to cancel this Contract if said commitment requires any of the following: a) A requirement by the lending institution that the Purchaser evidences to the lending institution at or prior to the closing of title the fact that the Purchaser has sold any other property presently owned, managed or operated by the Purchaser; and b) A requirement by the lending institution that the Purchaser, at or prior to the closing of title, liquidate or reduce any debt or obligations.

43. The parties acknowledge and agree that the subject matter of this transaction is not new construction and that the Purchasers accordingly are not entitled to any express or implied warranties pursuant to any applicable law and that none are being made by way of the contract and that no warranties or representations whatsoever shall survive closing of title and delivery of the deed.

44. The Seller's acceptance of funds from the Purchaser or their counsel or their lender or their counsel, regardless of what form such funds are in shall in no way relieve the Purchaser of the obligation to pay the balance of the purchase price plus adjustments. The Purchaser agrees that such checks shall be accepted by the Seller "subject to collection" and that they shall be deemed to personally guarantee such checks. In the event that such funds are dishonored for any reason whatsoever, including, but not limited to, through no fault of Purchaser, then the Purchaser shall, at the Seller's option, either reexecute a deed back to the Seller and vacate the Premises or immediately replace such checks within 24 hours by good certified funds or wire transfer. This paragraph shall survive delivery of the deed, regardless of whether or not the parties execute a separate agreement to such effect.

45. ~~Should the Purchaser wish to close in any other location other than Seller's counsel's office, then the Purchaser must pay Seller's counsel a travel fee of \$750.00. If the closing takes place remotely for seller, then no travel fee shall be due.~~

46. The Purchaser shall be entitled to inspect the Premises within seventy-two hours of the scheduled closing. ~~The Seller will have no obligation to make any repairs or adjustment for repairs for any and all matters not brought to the attention of the Seller's attorney within 48 hours of the scheduled closing date and the Purchaser shall be deemed to have waived any objection to any and all such matters not so timely raised.~~

no larger than the size of a U.S. Dime

47. Markings on walls and minor screw/nail holes ~~from~~ picture frames, other personalty or the like, including, but not limited to, the removing of furniture, household furnishings, fixtures and appliances shall not be considered objectionable by the Purchaser and the Seller shall have no obligation to repair the same or to give the Purchaser any credit therefor. ~~With respect to the appliances included in the sale, Seller's liability for the repair or replacement of any appliance shall not exceed Two Hundred (\$200.00) Dollars per appliance.~~

48. The Purchaser hereby acknowledges that he has been advised that the principals of the Seller are real estate agents acting in and for their own benefit and interest.

49. ~~If this contract contains a Seller's concession and the appraisal is lower than the inflated sales price with the concession, but is at or above the sales price without the concession, then the Purchaser agrees to close at either the sales price without the concession or at the appraised price with the concession lowered to match same with the actual amount received by the Seller to remain the same.~~

50. ~~This Contract of Sale is expressly conditioned on the performance of each and every covenant hereof by~~

~~the Purchaser to the satisfaction of the Seller, in its sole discretion. The Seller may, accordingly, terminate this Contract of Sale at any time whatsoever, including at the Closing, if it determines, in its sole discretion, that the Purchaser has failed to perform hereunder and upon the return of Purchaser's down payment, all rights, obligations, claims and liability as between the parties shall cease. In such event, the Seller shall have no obligation to and the Purchaser shall not be entitled to be advised of the basis of cancellation by the Seller.~~

51. ~~The Purchaser acknowledges that his obligations hereunder are not contingent on a satisfactory appraisal and if the mortgagee's appraisal is less than the sales price, then the Purchaser shall pay the shortfall out of his pocket and shall proceed to closing and shall have no right to terminate the contract by virtue of the low appraisal and a failure to close shall be a default of this contract.~~

52. Notwithstanding any term contained in the Purchaser's mortgage commitment, the Seller shall have absolutely no obligation whatsoever to perform any repairs required by the Purchaser's mortgagee and the Purchaser shall be solely liable to perform same at its sole cost and expense.

53. ~~Notwithstanding anything else to the contrary contained herein, the Purchaser acknowledges that they will order a title report from New Way Abstract and agree to use New Way Abstract for all purposes for the transaction.~~

54. ~~Notwithstanding anything else to the contrary contained herein, if for any reason whatsoever the transaction has not closed on or before 45 days from the date of the Purchaser's attorney's receipt of a fully executed contract, even if through no fault of the Purchaser, which time frame is "Time of the Essence", then the Seller shall have the unilateral right to cancel the contract and upon the return of the Purchasers' down payment then all rights, obligations and claims as between the parties shall cease and terminate and both parties shall be unconditionally released from any further obligations to the other.~~

55. This contract may be signed in counterparts and a signature by facsimile or via email shall suffice for an original.

[Signature Page to Follow]

IN WITNESS WHEREOF, this contract has been duly executed by the parties hereto.

SELLERS:

PURCHASERS:

ASHFORD BUYERS LLC

By: _____

DocuSigned by:

Stephanie Nazaire

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Receipt of the Down Payment is acknowledged and the undersigned agrees to act in accordance with the provisions of paragraph 6 above.

ESCROWEE

ASHFORD BUYERS LLC

to

NAZAIRE

Section

Block

Lot

County or Town

Street No. Address

PREMISES

3924

1

Kings

79 Ashford Street

Brooklyn, New York 11207

Distributed By

N A T S
REAL ESTATE SERVICES, INC.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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 may 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)  Purchaser has received copies of all information listed above.

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

(e) 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.

Seller	<small>DocuSigned by:</small>	Date	Seller	Date
Stephanie Nazaire		9/24/2024		
Purchaser	<small>4C344467...</small>	Date	Purchaser	Date
Agent		Date	Agent	Date

**ADDITIONAL RIDER ATTACHED TO AND MADE PART OF
CONTRACT OF SALE FOR PREMISES GENERALLY KNOWN AS
PREMISES:79 Ashford Street, Brooklyn, NY 11207
BETWEEN
Ashford Buyers LLC, as Seller
AND
Stephanie Nazaire, as Purchaser
DATED _____**

1. The Premises are sold and shall be conveyed subject to those matters set forth in Paragraph 9 and the attached rider hereto provided that:

a. As to the Easements, (i) same will not interfere with the use and enjoyment of the Premises as presently constructed, (ii) the buildings and improvements do not lie within the easement areas, (iii) there is no right of way through the Premises, (iv) the owner of the Premises has surface rights over any such easement, (v) such easement does not prevent access to the Premises or the improvements thereon, (vi) such easement does not impose financial obligations on the owner of the Premises, and (vii) Purchaser's lending institution will close the mortgage loan contemplated herein with said easement affecting the Premises.

b. As to the Covenants, Restrictions, Easements, Agreements, and Notes on Subdivision Map, (i) they are not violated by and will not interfere with the existing improvements or their use, (ii) there is no condition or right of re-entry or any other provision for forfeiture or reversion of title under which the fee owner can be cut off or subordinated, (iii) the rights granted under said Covenants, Restrictions, Easements, Agreements, and Notes are not violated by the existing improvements or their use, and (iv) Purchaser's lending institution will close the mortgage loan contemplated herein with said matter affecting the Premises.

c. Furthermore and in addition to, as to the state of facts shown on an accurate survey of the Premises, provided (i) such state of facts doesn't render title unmarketable, (ii) such state of facts doesn't interfere with the buildings presently located on the Premises or their use as a single family residence, (iii) there is no right of way through the Premises, and (iv) Purchaser's lending institution will close the mortgage loan contemplated herein with such state of facts affecting the Premises.

2. Seller represents that during the period of his ownership Seller did not install any hazardous materials in the Premises, including, but not limited to asbestos, paint containing lead, or urea formaldehyde or any other type of foam insulation, or Chinese drywall.

3. At or before the Closing of title, the Seller shall deliver to Purchaser a valid and subsisting Certificate of Occupancy for the Premises, covering all present structures, additions, alterations, etc. or a customary predate letter, dated within 60 days prior to Closing, from the Building Department or such other relevant municipal authority, stating that such Certificate was not

required when the building and all improvements were erected or altered and addressing any open permits and confirming there are no violations of record.

4. At the date Seller surrenders possession of the Premises to Purchaser, Seller shall deliver to Purchaser all operating manuals, warranties and service contracts in Seller's possession, all keys and garage door openers to the Premises. In addition, at such date, Seller shall deliver to Purchaser all available warranties with respect to the Premises and appliances, together with assignments thereof to the Purchaser, if Seller in possession of same

5. Supplementing Paragraph 12: Seller represents and warrants that the plumbing, heating, air conditioning, septic, security systems, sprinkler system, automatic garage doors, fireplaces, sump pumps, electrical and other mechanical systems **if existing** in or on the Premises shall be in working order that the roof of the Premises is free from leaks and the basement is free from leaks. Seller agrees that the aforesaid representations will be true and accurate as of the date Seller tenders possession of the premises to Purchaser as if made on said date.

6. From the date of this Contract through the date Seller tenders possession of the Premises to Purchaser, Seller shall perform regular care and maintenance of the Premises.

7. Seller represents and warrants that on the date of surrender of the Premises to Purchaser, it will have approved and operable single station smoke detecting alarm devices and carbon monoxide detecting alarm devices in compliance with New York State Law. At Closing, Seller shall execute and deliver to Purchaser a Smoke Alarm Affidavit and Carbon Monoxide Alarm Affidavit in compliance with New York State Law.

8. Seller shall arrange for final readings of all utilities *in place* (including, but not limited to, gas, electric, cable and telephone) directly from the appropriate public utility company prior to date of surrender to Purchaser and shall pay all sums due for each such utility through the such date promptly upon receipt of the final bill. At the later of the Closing or surrender date, Seller shall deliver satisfactory evidence of the payment of the final water bill or scheduled reading therefore.

9. Seller shall cooperate with the title insurance company retained by Purchaser and will execute and deliver such instruments and documents reasonably required by the title insurance company in order to issue its policy of insurance to Purchaser subject only to the standard exceptions provided therein.

10. Seller represents that Seller has no knowledge of any pending or threatened zoning, planning or other hearing or proceeding, investigation or litigation in connection with the Premises and property, nor has the Seller received any notice of claimed violation of any zoning, planning, or wetlands regulation by any public agency affecting the Premises or property of any adjoining landowner. Seller agrees to promptly advise the Purchaser of any such hearing or proceeding, notice investigation or litigation in connection with an event or occurrence affecting the Premises and property or the premises and property of an adjoining landowner of which Seller becomes

aware. Additionally, Seller represents that he has received no notice of claim of liability or potential liability with respect to the Premises and property by a public agency or by an adjoining landowner.

11. In the event a Purchaser dies or becomes incapacitated prior to Closing, all deadlines shall be extended pending the appointment of a duly authorized representative of Purchaser's Estate. Such duly authorized representative may cancel this Contract of Sale on written notice within 30 days of such appointment.

12. Title objections: Receipt of a title report by the attorney for Seller shall be deemed adequate notice of any violations, defects or exceptions to title.

13. Unless otherwise provided, any fixture (light or otherwise) permitted to be removed by Seller must be replaced with standard (builder's quality) fixture at Seller's sole cost and expense prior to closing.

14. In the event of any inconsistencies or conflict between the provisions of this Additional Rider to Contract of Sale, and those of the Rider to Contract of Sale or printed form of Contract of Sale to which it is attached, the provisions of this Additional Rider shall be deemed to control, govern and be binding.

15. Seller shall indemnify and hold Purchaser harmless from and against any and all claims, liabilities, fees, penalties, damages, costs and reasonable expenses (including, but not limited to reasonable attorney's fees and disbursements) that may be incurred or suffered by Purchaser at any time after closing by reason of any material misrepresentation or misstatement made by or on behalf of Seller in any of the following documents: a) FIRPTA affidavit; b) any transfer tax documents or transfer taxes imposed as a result of the sale; and c) Seller shall also be responsible for the preparation of said documentation. This paragraph shall survive the closing.

16. Supplementing Paragraph 12 of the Contract, Seller represents and warrants that to the best of Sellers knowledge:

- a) Other than minor scratches and nail holes, there is no damage to any part of the Premises that is not visible on account of the placement of Seller's furniture, floor coverings and/or wall hangings. Seller shall permit Purchaser to inspect under or behind any such furniture, floor coverings, and/or wall hangings prior to the closing;
- b) All windows open and close properly and none of the panes are cracked;
- c) The windows, ceilings, walls and floors of the Unit for the past twelve months have been, are presently, and at the time of closing shall be, free from seepage or leaks;
- d) Seller has neither made nor received any complaints concerning bugs or vermin in or around the property, including bed bugs.

17. Fax and PDF signatures shall be binding and effective with the same force and effect as if

they were original signatures of the parties. This agreement may be signed in counterparts.

18. Upon the transfer of title, Sellers agree to assign their tax grievance filing to Purchasers, IF ANY, and Purchasers agree to assume same. If Sellers receive any correspondence and/or offers of reduction from the Assessment Review Commission in connection with the filing, between the date of Contract and Closing, Sellers agree to advise Purchasers of same and not take any action without first obtaining authorization from Purchasers. This clause shall survive delivery of the Deed.

19. SELLER'S CONCESSION: Seller agrees to pay Purchaser the sum of \$80,000.00 towards Purchaser's closing costs, which shall be reflected on the Closing Disclosure. Purchaser shall pay the NYS & NYC transfer taxes on this amount. Purchaser further understands that in the event the property fails to appraise for \$1,430,000.00, Purchaser shall still be obligated under the terms and conditions of this contract to consummate this transaction so long as the property is appraised for at least \$ 1,350,000.00. In such an event, the seller's concession shall be reduced by the amount of the difference in the appraised value and the sales price.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first above written in the printed form.

Seller(s):
Ashford Buyers LLC

Purchaser(s):

By:
Title:

DocuSigned by:
Stephanie Nazaire

Stephanie Nazaire

**SECOND PURCHASER RIDER ATTACHED TO AND MADE PART OF
CONTRACT OF SALE FOR PREMISES GENERALLY KNOWN AS
PREMISES:79 Ashford Street, Brooklyn, NY 11207
BETWEEN
Ashford Buyers LLC, as Seller
AND
Stephanie Nazaire, as Purchaser**

In the event of any inconsistencies or conflict between the provisions of this Second Purchaser Rider to Contract of Sale, and those of the Rider and Additional Rider to Contract of Sale or printed form of Contract of Sale to which it is attached, the provisions of this Second Rider shall be deemed to control, govern and be binding.

Seller agrees to install walls with functioning, lockable doors for the two bedrooms located in the attic area before closing. Additionally, Seller agrees to install walls with functioning, lockable doors in the basement to create a one-bedroom apartment following the closing, within 15 days.

Seller will charge the Purchaser a total amount of \$4,500 for labor and materials, to be paid in full at closing.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first above written in the printed form.

**Seller(s):
Ashford Buyers LLC**

Purchaser(s):

**By:
Title:**

DocuSigned by:
Stephanie Nazaire

Stephanie Nazaire
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