

Note: This form is intended to deal with matters common to most transactions involving the sale of a condominium unit. Provisions should be added, altered or deleted to suit the circumstances of a particular transaction. No representation is made that this form of contract complies with Section 5-702 of the General Obligations Law ("Plain Language Law").

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT
Condominium Unit – Contract of Sale

This Contract made as of March 19, 2025 between

Estate of Boris Miller by Igor Miller as Executor hereinafter called "Seller", having a residence or principal place of business at 108-10 Flatlands 9th Street, Brooklyn, NY 11236

AND

Hyppolite Paul hereinafter called "Purchaser", having a residence or principal place of business at 4211 Avenue K, Brooklyn, NY 11210

1. Unit: The Seller agrees to sell and convey, and the Purchaser agrees to purchase the unit known as Unit No. 15C and Parking Units P75 and P103 ("Unit") in the building ("Building") known as Seaview Estates Condominium ("Condominium") and located at 108-10 Flatlands 9th Street, Brooklyn, New York, together with an undivided 0.638139% (as to Unit 15C) and 0.057471% (as to Parking Space P75) and 0.046695% (as to Parking Space P103) percent interest in the Common elements (as defined in para. 6) appurtenant thereto, subject to the terms and conditions set forth. The Unit shall be as designated in the Declaration of Condominium Ownership and By-Laws (as the same may be amended from time to time, the "By-Laws") of the Condominium.

2. Personal Property: Included in this sale: (a) The sale includes all of Seller's right, title and interest, if any, in and to:

(i) the refrigerators including ice makers, freezers, ranges, ovens and built in microwave ovens, dishwashers, clothes washing machines, clothes dryers, cabinets and counters, lighting and plumbing fixtures, air conditioning equipment, venetian blinds, shades, screens, storm windows and other window treatments, wall-to-wall carpeting, bookshelves, switch plates, door hardware, built-ins, fireplace equipment, built in wine racks, mantels, stained glass, built in mirrors and articles of property and fixtures attached to or appurtenant to the Unit, except those listed in subpara. 2(b), all of which included property and fixtures are represented to be owned by Seller, free and clear of all liens and encumbrances other than those encumbrances ("Permitted Exceptions") set forth on Schedule A (*strike inapplicable items*); and

(ii) ALL AS IS AND AS PRESENTLY EXIST

(b) Excluded from this sale are:

(i) furniture and furnishings (other than as specifically provided in this Contract); and

(ii)

(c) The property referred to in subpara. 2(a)(i) and (ii) may not be purchased if title to the Unit is not conveyed pursuant to this contract.

3. Purchase Price: (a) The purchase price ("Purchase Price") is \$436,000.00, payable as follows:

(i) \$43,600.00 ("Downpayment") on the signing of this Contract by check subject to collection, the receipt of which is hereby recognized, to be held in escrow pursuant to para. 16; and

(ii) \$392,400.00 representing the balance of the Purchase Price, by certified check of Purchaser or official bank check (except as otherwise provided in this Contract) on the delivery of the deed.

(b) All instruments in payment of the Purchase Price shall represent United States currency and be drawn on or issued by a bank or trust company authorized to accept deposits in New York State. All checks in payment of the Downpayment shall be payable to the order of Escrowee (as hereinafter defined). All checks in payment of the balance of the Purchase Price shall be payable to the order of the Seller (or as Seller otherwise directs pursuant to subparas. 6(a)(ix) or 19(b)).

(c) Aside from the Downpayment and checks aggregating not more than one-half of one percent of the Purchase Price, including closing adjustments, all checks delivered by Purchaser shall be certified or official bank checks as herein provided.

4. Closing of Title: The closing documents referred to in para. 6 shall be delivered, and payment of the balance of the Purchase Price shall be made, at The Closing, to be held on or about May 1, 2025 at 10:00 a.m., at the offices of Hart Law PLLC, 546 Fifth Avenue, 6th Floor, New York, NY 10036

~~or at the office of Purchaser's lending institution or its counsel, provided, however, that such office is located in either the City or County in which either (a) Seller's attorney maintains an office or (b) the Unit is located.~~

5. Representations, Warranties and Covenants: The Seller unconditionally represents, warrants and covenants that:

(a) The Seller is the sole rightful owner of the Unit and the personal property described in subpara. 2(a), and Seller has the full right, power and authority to sell, convey and transfer the same;

(b) The common charges imposed by the Condominium (excluding separately billed utility charges) for the Unit on the date hereof are \$915.70 (consisting of \$717.81 Maintenance & \$197.89 Assessment) per month;

(c) Seller has not received any notice, written or oral, of any intended assessment or increase in common charges not reflected in subpara.5(b). Purchaser acknowledges that it will not have the right to cancel this Contract in the event of the imposition of any assessment or increase in common charges after the date hereof of which Seller has not heretofore received written or oral notice;

(d) The real estate taxes for the Unit for the fiscal year of 07/01/2024 through 06/30/2025 are \$4,189.56 approximately

(e) Seller is not a "sponsor" or a nominee of a "sponsor" under any plan of condominium organization affecting the Unit;

(f) All refrigerators including ice makers, freezers, ranges, ovens and built in microwave ovens, dishwashers, clothes washing machines, clothes dryers, cabinets and counters, lighting and plumbing fixtures, air conditioning equipment, Venetian blinds, shades, screens, storm windows and other window treatments, wall-to-wall carpeting, bookshelves, switch plates, door hardware, built-ins, fireplace equipment, built in wine racks, mantels, stained glass, built in mirrors and articles or property included in this sale will be in working order at the time of Closing;

(g) If a copy is attached to this Contract, the copy of the Certificate of Occupancy covering the Unit is a true and correct copy; and

(h) Seller is not a "foreign person" as defined in IRC #1445 as amended, and the regulations thereunder (Code Withholding Section). (*If applicable, delete and provide for compliance with Code Withholding Section, as defined in para. 18.*)

6. Closing Documents: (a) At the Closing, Seller shall deliver to Purchaser the following:

(i) Bargain and sale deed with covenant against grantor's acts ("Deed"), complying with RPL § 339-0 and containing the covenant required by LL § 13 (5), conveying to Purchaser title to the Unit, and any garage or storage units appurtenant to the Unit, together with its undivided interest in the Common Elements (as such term is defined in the Declaration and which term shall be deemed to include Seller's right, title and interest in any limited common elements attributable to or used in connection with the Unit) appurtenant thereto, free and clear of all liens and encumbrances other than Permitted Exceptions. The Deed shall be executed and acknowledged by Seller and, if requested by the Condominium, executed and acknowledged by Purchaser, in proper statutory form for recording;

(ii) If a corporation and if required pursuant to BCL § 909, Seller shall deliver to Purchaser (1) a resolution of its board of directors authorizing the delivery of the Deed or a statement included in the Deed as follows: "This conveyance is made in the ordinary course of business actually conducted by the Grantor", and (2) a certificate executed by an officer of such corporation certifying as to the adoption of such resolution and setting forth facts demonstrating that the delivery of the Deed is in conformity with the requirements of BCL § 909. The Deed shall also contain a recital sufficient to establish compliance with such law;

(iii) A waiver of right of first refusal of the board of managers of the Condominium ("Board") if required in accordance with para. 8;

(iv) A statement by the Condominium or its managing agent on behalf of and authorized by the Condominium that the common charges and any assessments then due and payable to the Condominium have been paid to the date of the Closing;

(v) All keys to the doors of, and mailbox and for, the Unit; and storage units.

(vi) Such affidavits and/or other evidence as the title company ("Title Company") from which Purchaser has ordered a title insurance report and which is authorized to do business in New York State shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against Seller and persons or entities whose names are the same as or are similar to Seller's name;

(vii) New York City Real Property Transfer Tax Return, if applicable, prepared, executed and acknowledged by Seller in proper form for submission;

(ix) Checks in payment of all applicable real property transfer taxes except a transfer tax which by law is primarily imposed on the purchaser ("Purchaser Transfer Tax") in connection with the sale. In lieu of delivery of such checks, Seller shall have the right, upon not less than

3 business days notice to Purchaser, to cause Purchaser to deliver checks at the Closing and to credit the amount against the balance of the Purchase Price. Seller shall pay the additional transfer taxes, if any,

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payable after the Closing by reason of the conveyance of the Unit, which obligation shall survive the Closing;

(x) Certification that Seller is not a foreign person pursuant to para. 18. *(If inapplicable, delete and provide for compliance with Code Section, as defined in para. 18.);* and

(xi) Affidavit that a single station smoke detecting alarm device is installed pursuant to New York Executive Law § 378(5).

(b) At the Closing, Purchaser shall deliver to Seller the following:

(i) Checks in payment of (y) the balance of the Purchase Price in accordance with subpara. 3(b) and (z) any Purchaser Transfer Tax;

(ii) If required by the Declaration or By-Laws, power of attorney to the Board, prepared by Seller, in the form required by the Condominium. The Power of attorney shall be executed and acknowledged by Purchaser and, after being recorded, shall be sent to the Condominium;

(iii) New York City Real Property Transfer Tax Return executed and acknowledged by Purchaser and an Affidavit in Lieu of Registration pursuant to New York Multiple Dwelling Law, each in proper form for submission, if applicable; and

(iv) If required, New York State Equalization Return executed and acknowledged by Purchaser in proper form for submission.

(c) It is a condition of Purchaser's obligation to close title hereunder that:

(i) All notes or notices of violations of law or governmental orders, ordinances or requirements affecting the Unit and noted or issued by any governmental department, agency or bureau having jurisdiction which were noted or issued on or prior to the date hereof shall have been cured by Seller;

(ii) Any written notice to Seller from the Condominium (or its duly authorized representative) that the Unit is in violation of the Declaration, By-Laws or rules and regulations of the Condominium shall have been cured; and

(iii) The Condominium is a valid condominium created pursuant to RPL Art. 9-B and the Title Company will insure the same.

7. Closing Adjustments: (a) The following adjustments shall be made as of 11:59 P.M. of the day before the Closing:

(i) Real estate taxes and water charges and sewer rents, unless same are part of common charges, on the basis of the fiscal period for which assessed, except that if there is a water meter with respect to the Unit, apportionment shall be based on the last available actual reading, subject to adjustment after the Closing, promptly after the next reading is available; provided, however, that in the event real estate taxes have not, as of the date of Closing, been separately assessed to the Unit, real estate taxes shall be apportioned on the same basis as provided in the Declaration or By-Laws or, in the absence of such provision, based upon the Unit's percentage interest in the Common Elements;

(ii) Common charges of the Condominium; and

(iii) If fuel is separately stored with respect to the Unit only, the value of fuel stored with respect to the Unit at the price then charged by Seller's supplier (as determined by a letter or certificate to be obtained by Seller from such supplier), including any sales taxes.

(b) If at the time of Closing the Unit is affected by an assessment which is or may become payable in installments, then, for the purposes of this Contract, only the unpaid installments which are then due shall be considered due and are to be paid by Seller at the Closing. All subsequent installments at the time of Closing shall be the obligation of Purchaser.

(c) Any errors or omissions in computing closing adjustments shall be corrected. This subpara. 7c shall survive the Closing.

(d) If the Unit is located in the City of New York, the "customs in respect to title closings" recommended by The Real Estate Board of New York, Inc., as amended and in effect on the date of Closing, shall apply to the adjustments and other matters therein mentioned, except as otherwise provided herein.

8. Right of First Refusal: If so provided in the Declaration or By-Laws, this sale is subject to and conditioned upon the waiver of a right of first refusal to purchase the Unit held by the Condominium and exercisable by the Board. Seller agrees to give notice promptly to the Board of the contemplated sale of the Unit to Purchaser, which notice shall be given in accordance with the terms of the Declaration and By-Laws, and Purchaser agrees to provide promptly all applications, information and references reasonably requested by the Board. If the Board shall exercise such right of first refusal, Seller shall promptly refund to Purchaser the Downpayment (which term, for all purposes of this contract, shall be deemed to include interest, if any, earned thereon, and title charges including but not limited to examination of title and departmental charges) and upon the making of such refund this Contract shall be deemed cancelled and of no further force or effect and neither party shall have any further rights against, or obligation or liabilities to, the other by reason of this contract. If the Board shall fail to exercise such right of first refusal within the time and in the manner provided for in the Declaration or By-Laws or shall declare in writing its intention not to exercise such right of first refusal (a copy of which writing shall be delivered to Purchaser promptly following receipt thereof), the parties hereto shall proceed with this sale in accordance with the provisions of this contract.

9. Processing Fee: Seller shall, at the Closing, pay all fees and charges payable to the Condominium (and/or its managing agent) in connection with this sale, including, but not limited to, any processing fee, the legal fees, if any, of the condominium's attorney in connection with this sale and, unless otherwise agreed to by Seller and Purchaser in writing, all "flip taxes," transfer or entrance fees or similar charges, if any, payable to or for the Condominium or otherwise for the benefit of the Condominium unit owners, which arise by reason of this sale. Said fees, as disclosed by the Declaration, are as follows:

10. No Other Representations: Purchaser has examined and is satisfied with the Declaration, By-Laws and rules and regulations of the Condominium as amended, or has waived the examination thereof. Purchaser has inspected the Unit, its fixtures, appliances and equipment and the personal property, if any, included in this sale, as well as the Common Elements of the Condominium, and knows the condition thereof and, subject to subpara. 5(f), agrees to accept the same "as is," i.e., in the condition they are in on the date hereof, subject to normal use, wear and tear between the date hereof and the Closing. Purchaser has examined or waived examination of the last audited financial statements of the Condominium, and has considered or waived consideration of all other matters pertaining to this Contract and to the purchase to be made hereunder, and does not rely on any representations made by any broker or by seller or anyone acting or purporting to act on behalf of Seller as to any matters which might influence or affect the decision to execute this Contract or to buy the Unit, or said personal property, except those representations and warranties which are specifically set forth in this Contract.

11. Possession: Seller shall, at or prior to the Closing, remove from the Unit all furniture, furnishings and other personal property not included in this sale, shall repair any damage caused by such removal, and shall deliver exclusive possession of the Unit at the Closing, vacant, broom-clean and free of tenancies or other rights of use or possession.

12. Access: Seller shall permit Purchaser and its architect, decorator or other authorized persons to have the right of access to the Unit between the date hereof and the Closing for the purpose of inspecting the same and taking measurements, at reasonable times and upon reasonable prior notice to Seller (by telephone or otherwise). Further, Purchaser shall have the right to inspect the Unit at a reasonable time during the 24-hour period immediately preceding the Closing.

13. Defaults and Remedies: (a) If purchaser defaults hereunder, Seller's sole remedy shall be to retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's 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.

14. Notices: Any notice, request or other communication ("Notice") given or made hereunder (except for the notice required by para. 12), shall be in writing and either (a) sent by any of the parties hereto or their respective attorneys, by registered or certified mail, return receipt requested, postage prepaid, or (b) delivered in person or by overnight courier, with receipt acknowledged, to the address given at the beginning of this Contract for the party to whom the Notice is to be given, or to such other address for such party as said party shall hereafter designate by Notice given to the other party pursuant to this para. 14. Each Notice mailed shall be deemed given on the fourth business day following the date of mailing and each Notice delivered in person or by overnight courier shall be deemed given when delivered.

15. Purchaser's Lien: The Downpayment and all other sums paid on account of this Contract and the reasonable expenses of the examination of title, and departmental violation searches in respect of, the Unit are hereby made a lien upon the Unit, but such lien shall not continue after default by Purchaser.

16. Downpayment in Escrow: (a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated bank account at the depository identified at the end of this Contract until Closing or sooner termination of this Contract and shall pay over or apply the Downpayment in accordance with the terms of this para. 16. 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 in-come 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 at the end of this contract. 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 para. 14) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive such Notice of objection within such 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 of competent jurisdiction. However, Escrowee shall have the right at any time to deposit the Downpayment with the clerk of a court in the county in which the Unit is 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 para. 16, 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 the request of the parties 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 para. 16 by signing in the place indicated in 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.

17. FIRPTA: Seller represents and warrants to Purchaser that Seller is not a "foreign person" as defined in IRC § 1445, as amended, and the regulations issued thereunder ("Code Withholding Section"). At the Closing Seller shall deliver to Purchaser a certification stating that Seller is not a foreign person in the form then required by the Code Withholding Section. In the event Seller fails to deliver the aforesaid certification or in the event that Purchaser is not entitled under the Code Withholding Section to rely on such certification, Purchaser shall deduct and withhold from the Purchase Price a sum equal to 10% thereof and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

18. Title Report; Acceptable Title: (a) Purchaser shall promptly after the date hereof, or after receipt of the mortgage commitment letter, if applicable, order a title insurance report from the Title Company. Promptly after receipt of the title report and thereafter of any continuation thereof and supplements thereto, Purchaser shall forward a copy of each such report, continuation or supplement to the attorney for Seller. Purchaser shall further notify Seller's attorney of any other objections to title not reflected in such title report of which Purchaser becomes aware following the delivery of such report, reasonably promptly after becoming aware of such objections.

(b) Any unpaid taxes, assessments, water charges and sewer rents, together with the interest and penalties thereon to a date not less than two business days following the date of Closing, and any other liens and encumbrances which Seller is obligated to pay and discharge or which are against corporations, estates or other persons in the chain of title, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at the Closing if Seller delivers to Purchaser at the Closing official bills for such taxes, assessments, water charges, sewer rents, interest and penalties and instruments in recordable form sufficient to discharge any other liens and encumbrances of record. Upon request made not less than 3 business days before the Closing, Purchaser shall provide at the Closing separate checks for the foregoing payable to the order of the holder of any such lien, charge or encumbrance and other-wise complying with subpara. 3(b). If the Title Company is willing to insure Purchaser that such charges, liens and encumbrances will not be collected out of or enforced against the Unit and is willing to insure the lien of Purchaser's Institutional Lender (as hereinafter defined) free and clear of any such charges, liens and encumbrances, the Seller shall have the right in lieu of payment and discharge to deposit with the Title Company such funds or give such assurances or to pay such special or additional premiums as the Title Company may require in order to so insure. In such cases the charges, liens and encumbrances with respect to which the Title Company has agreed to insure shall not be considered objections to title.

(c) Seller shall convey and Purchaser shall accept fee simple title to the Unit in accordance with the terms of this Contract, subject only to: (a) the Permitted Exceptions and (b) such other matters as (i) the Title Company or any other title insurer licensed to do business by the State of New York shall be willing, without special or additional premium, to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Unit (ii) shall be accepted by any lender which has committed in writing to provide mortgage financing to Purchaser for the purchase of the Unit ("Purchaser's Institutional Lender"), except that if such acceptance by Purchaser's Institutional Lender is unreasonably withheld or delayed, such acceptance shall be deemed to have been given.

(d) Notwithstanding any contrary provisions in the Contract, express or implied, or any contrary rule of law or custom, if Seller shall be unable to convey the Unit in accordance with this Contract (provided that Seller shall release, discharge or otherwise cure at or prior to Closing any matter created by Seller after the date hereof and any existing mortgage, unless this sale is subject to it) and if Purchaser elects not to complete this transaction without abatement of the Purchase Price, the sole obligation and liability of Seller shall be to refund the Downpayment to Purchaser, together with the reasonable cost of the examination of title and departmental violation searches in respect of, the Unit, and upon the making of such refund and payment, this Contract shall be deemed cancelled and of no further force or effect and neither party shall have any further rights against, or obligation or liabilities to, the other by reason of this contract. However, nothing contained in the subpara. 18(d) shall be construed to relieve Seller from liability due to a willful default.

19. Risk of Loss; Casualty: (a) The risk of loss or damage to the Unit or the personal property included in this sale, by fire or other casualty, until the earlier of the Closing or possession of the Unit by Purchaser, is assumed by Seller, but without any obligation of Seller to repair or replace any such loss or damage unless Seller elects to do so as hereinafter provided. Seller shall notify Purchaser of the occurrence of any such loss or damage to the Unit or the personal property included in this sale within 10 days after such occurrence or by the date of Closing,

whichever first occurs, and by such notice shall state whether or not Seller elects to repair or restore the Unit and/or the personal property, as the case may be. If Seller elects to make such repairs and restorations, Seller's notice shall set forth an adjourned date for the Closing, which shall be not more than 60 days after the date of the giving of Seller's notice. If Seller either does not elect to do so or, having elected to make such repairs and restorations, fails to complete the same on or before said adjourned date for the Closing, Purchaser shall have the following options:

(i) To declare this Contract cancelled and of no further force or effect and receive a refund of the Downpayment in which event neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this Contract; or

(ii) To complete the purchase in accordance with this Contract without reduction in the Purchase Price, except as provided in the next sentence. If Seller carries hazard insurance covering such loss or damage, Seller shall turn over to Purchaser at the Closing the net proceeds actually collected by Seller under the provisions of such hazard insurance policies to the extent that they are attributable to loss of or damage to any property included in this sale, less any sums theretofore expended by Seller in repairing or replacing such loss or damage or in collecting such proceeds; and Seller shall assign (without recourse to Seller) Seller's right to receive any additional insurance proceeds which are attributable to the loss of or damage to any property included in this sale.

(b) If seller does not elect to make such repairs and restorations, Purchaser may exercise the resulting option under (i) or (ii) of (a) above only by notice given to Seller within 10 days after receipt of Seller's notice. If Seller elects to make such repairs and restorations and fails to complete the same on or before the adjourned closing date, Purchaser may exercise either of the resulting options within 10 days after the adjourned closing date.

(c) In the event of any loss of or damage to the Common Elements which materially and adversely affects access to or use of the Unit, arising after the date of this Contract but prior to the Closing, Seller shall notify Purchaser of the occurrence thereof within 10 days after such occurrence or by the date of Closing, whichever occurs first, in which event Purchaser shall have the following options:

(i) To complete the purchase in accordance with this Contract without reduction in the Purchase Price; or

(ii) To adjourn the Closing until the first to occur of (1) completion of the repair and restoration of the loss or damage to the point that there is no longer a materially adverse effect on the access to or use of the Unit or (2) the 60th day after the date of the giving of Seller's aforesaid notice. In the event Purchaser elects to adjourn the Closing as aforesaid and such loss or damage is not so repaired and restored within 60 days after the date of the giving of Seller's aforesaid notice, then Purchaser shall have the right either to (x) complete the purchase in accordance with this Contract without reduction in the Purchase Price or (y) declare this Contract cancelled and of no further force or effect and receive a refund of the Downpayment, in which latter event neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this Contract.

(d) In the event of any loss of or damage to the Common Elements which does not materially and adversely affect access to or use of the Unit, Purchaser shall accept title to the Unit in accordance with this Contract without abatement of the Purchase Price.

20. Internal Revenue Service Reporting Requirement: Each party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, as such other party may reasonably request in order to comply with IRC § 6045(e), as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions. The provisions of this para. 20 shall survive the Closing. The parties designate h as the attorney responsible for reporting this information as required by the Internal Revenue Code.

21. Broker: Seller and Purchaser represent and warrant to each other that the only real estate broker with whom they have dealt in connection with this Contract and the transaction set forth herein is Brooklyn Real Property, Inc. and The Gonzalez Property Group LLC and that they know of no other real estate broker who has claimed or may have the right to claim a commission in connection with this transaction. The commission of such real estate shall be paid by Seller pursuant to separate agreement. If no real estate broker is specified above, the parties acknowledge that this Contract was brought about by direct negotiation between Seller and Purchaser and each represents to the other that it knows of no real estate broker entitled to a commission in connection with this transaction. Seller and Purchaser shall indemnify and defend each other against any costs, claims or expenses (including reasonable attorneys' fees) arising out of the breach of any representation, warranty or agreement contained in this para. 21. The provisions of this para. 21 shall survive the Closing or, if the Closing does not occur, the termination of this Contract.

22. Mortgage Contingency: *(Delete if inapplicable)* (a) The obligations of Purchaser hereunder are conditioned upon issuance on or before thirty (30) days after Delivery of Fully Executed Contract of Sale to Purchaser's Attorney (the "Commitment Date") of a written commitment from any Institutional Lender pursuant to which such Institutional Lender agrees to make a loan, other Than a VA, FHA or other governmentally insured loan to Purchaser, at Purchaser's sole cost and expense, of \$348,800.00 or such lesser sum as Purchaser shall be willing to accept at the prevailing fixed rate of interest not to exceed ---- or initial adjustment rate of interest not to

exceed ---- for a term of at least 30 years and on other customary commitment terms, whether or not conditioned upon any factors other than an appraisal satisfactory to the Institutional Lender, secured by a first mortgage on the Unit together with its undivided interest in the Common Elements. Purchaser shall (i) make prompt application to an Institutional Lender for such mortgage loan, (ii) furnish accurate and complete information on 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, (v) cooperate in good faith with such Institutional Lender to the end of securing such first mortgage loan and (vi) promptly give Notice to Seller of the name and address of each Institutional Lender to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or of any commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt thereof. If such commitment is not issued on or before the Commitment Date, then, unless Purchaser has accepted a commitment that does not comply with the requirements set forth above, Purchaser may cancel this Contract by giving Notice to Seller within 5 business days after the Commitment Date, in which case this Contract shall be deemed cancelled and thereafter neither party shall have any further rights against, or obligation 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 para. 22. If Purchaser fails to give Notice of cancellation or if Purchaser shall accept a commitment that does not comply with the terms set forth above, the 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 para. 22.

(b) For purposes of this Contract, an "Institutional Lender" is any bank, savings bank, private banker, trust company, savings and loan association and 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 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; 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.

(Delete if inapplicable)(c) Purchaser and Seller agree that the submission 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 para. 23(a)(i) of this Contract, and that Purchaser's cooperation in good faith with such Mortgage Broker to obtain a commitment from an Institutional Lender (together with Purchaser's cooperation in good faith with any Institutional Lender to which Purchaser's application has been submitted by such Mortgage Broker), and the prompt giving of Notice of Purchaser to Seller of the name and address of each Mortgage Broker to which Purchaser has submitted such an application shall constitute full compliance with the terms and conditions set forth in para. 23(a)(v) and (vi) of this Contract.

23. Gender: As used in this Contract, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require.

24. Entire Contract: All prior understandings and agreements, written or oral, between Seller and Purchaser are merged in the Contract and this

Contract supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

25. Captions: The captions in this Contract are for convenience and 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.

26. No Assignment by Purchaser: Purchaser may not assign this Contract or any of Purchaser's rights hereunder.

27. Successors and Assigns: Subject to the provisions of para. 27, the provisions of this Contract shall bind and inure to the benefit of the Purchaser and Seller and their respective distributees, executors, administrators, heirs, legal representatives, successors and permitted assigns.

28. No Oral Changes: This Contract cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereto or in a separate written agreement signed by both parties to this Contract.

29. Contract Not Binding Until Signed: This Contract shall not be binding or effective until properly executed and delivered by Seller and Purchaser.

In Witness Whereof, the parties hereto have duly executed this Contract on the day and year first above written.

DocuSigned by:
Igor Miller
ESTATE OF BORIS MILLER by Igor Miller as Executor

DocuSigned by:
HYPPOLITE PAUL
FB20986C9423145F...

Agreed to as to para. 16: _____
HART LAW PLLC

Escrow Depository: _____
Peapack Private Bank

SCHEDULE A – Permitted Exceptions

- 1. Zoning laws and regulations and landmark, historic or wetlands designation which are not violated by the Unit and which are not violated by the Common Elements to the extent that access to or use of the Unit would be materially and adversely affected.
- 2. Consents for the erection of any structure or structures on, under or above any street or streets on which the Building may abut.
- 3. The terms, burdens, covenants, restriction, conditions, easements and rules and regulations set forth in the Declaration, By-Laws and rules and regulations of the Condominium, the Power of Attorney from Purchaser to the board of managers of the Condominium and the floor plans of the Condominium, all as may be amended from time to time.
- 4. Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Building and Common elements, provided that none of such rights imposes any monetary obligation on the owner of the Unit or materially interferes with the use of or access to the Unit.
- 5. Encroachments of stops, areas, cellar steps, trim, cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, coping and retaining walls projecting from the Building over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Common Elements.

- 6. any state of facts which an accurate survey or personal inspection of the Building, Common Elements or Unit would disclose, provided that Such facts do not prevent the use of the Unit for dwelling purposes, or if a storage unit, for storage purposes. For the purposes of this Contract, none of the facts shown on the survey, if any, identified below, shall be deemed to prevent the use of the Unit for dwelling purposes, and Purchaser shall accept title subject thereto.
- 7. The lien of any unpaid common charge, real estate tax, water charge, sewer rent or vault charge, provided the same are paid or apportioned at the Closing as herein provided.
- 8. The lien of any unpaid assessments to the extent of installments there-of payable after the Closing.
- 9. Liens, encumbrances, and title conditions affecting the Common elements which do not materially and adversely affect the right of the Unit owner to use and enjoy the Common Elements,
- 10. Notes or notices of violations of law or governmental orders, ordinances or requirements (a) affecting the Unit and noted or issued subsequent to the date of this Contract by any governmental department, agency or bureau having jurisdiction and (b) any such notes or notices affecting only the Common Elements which were noted or issued prior to or on the date of this Contract or at any time hereafter.
- 11. Any other matters or encumbrances subject to which Purchaser is required to accept title to the Unit pursuant to this Contract.

Closing



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 leadbased paint and/or lead-based paint hazards in the housing (list documents below).

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. 4852(d) 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.

DocuSigned by: <u>Igor Miller</u>	<u>3/17/2025</u>	_____	_____
Seller	Date	Seller	Date
<u>SE</u>	<u>3/17/2025</u>	_____	_____
Purchaser	Date	Purchaser	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

**RIDER TO THE CONTRACT OF SALE
DATED MARCH 19, 2025
BY AND BETWEEN
ESTATE OF BORIS MILLER by Igor Miller as Executor, AS SELLER
AND
HYPPOLITE PAUL, AS PURCHASER.**

**Premises: Unit 15C & Parking Spaces P75 and P103 @ 108-10 Flatlands 9th Street,
Brooklyn, NY 11236; Block 8273; Lots 1265 & 1103, County of Kings.**

31. In the event of any inconsistency or conflict between the printed portion of this Contract and the provisions of this Rider, the provisions of this Rider shall govern and be binding.

32. Title to the personal property included in this sale shall pass to Purchaser upon delivery of the deed. No part of the Purchase Price shall be deemed to have been paid for the same. Notwithstanding anything to the contrary, the parties agree to allocate the Purchase Price as follows:

Unit 15C & Parking Space P75:	\$426,000.00
Parking Space P103:	\$10,000.00

33. In the event any instrument for the payment of the Downpayment 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 or Escrowee gives Purchaser written notice of such failure of collection and, within three (3) business days after written notice is given, Escrowee does not receive from Purchaser an unendorsed certified check, bank check, wire transfer or immediately available funds in the amount of the uncollected funds and any resulting bank charges to the Escrowee or the Seller. Failure to cure such default shall entitle Seller to the remedy in paragraph 13(a) above and to retain all sums that may be collected and/or recovered.

34. Supplementing paragraph 23:

34.1 A mortgage commitment shall be considered firm and unconditional even though it may contain a condition requiring the sale of the Purchaser's assets (including his and/or home, or the satisfaction of a mortgage encumbering the Purchaser's present residence), prior to the mortgage closing herein. The Purchaser waives any such condition as an inducement to Seller to enter into this contract.

35. Supplementing paragraph 3(b): The balance of the Purchase Price shall be paid by delivery of unendorsed checks.

36. Supplementing paragraph 6: Seller shall pay the Condominium's move-out fee, if any. Purchaser shall pay the Condominium's move-in fee, if any, and any fees to the Condominium on Purchaser's application.

37. Supplementing paragraph 6(c)(i): Any violations that Seller is required to remove hereunder shall not be an objection to title, provided Seller shall deposit with Purchaser's title company a sum sufficient to perform the work and provide materials necessary to remove such violations within ninety (90) days following the Closing. In the event the violation has not been removed within ninety (90) days after closing, Purchaser's title company may release the funds held in escrow to the Purchaser whereafter the Purchaser shall become responsible for clearing the violation and Seller shall have no further liability or requirement to remove the violation. Seller reserves the right to refuse to make such a deposit should the estimated cost of such work or repairs, in the opinion of Seller, exceed the sum of one (1%) percent of the Purchase Price, in which event Purchaser may, as its sole and exclusive remedy, either accept the Unit subject to such violations without any abatement of the Purchase Price, except for an allowance of one

(1%) percent of the Purchase Price, or reject title therefore, in which latter event the sole obligation of Seller shall be limited to the return of the Downpayment with any interest earned thereon and reimburse Purchaser for costs incurred by Purchaser in connection with examination of title to, and departmental violations searches in respect of, the Unit.

38. Supplementing paragraph 10: Except as expressly provided herein, Seller is not obligated to install any equipment or appliances in the Unit or otherwise make any improvements, repairs or decorations to the Unit or its appliances or fixtures.

39. Supplementing paragraph 16:

(f) Escrowee may deposit the Downpayment in a segregated non-interest-bearing IOLA account in the State of New York. Escrowee's bank account is at the branch of Peapack Private Bank located at 300 Park Avenue, New York, New York 10022.

(g) Escrowee shall have the right to rely upon certificates, notices and instruments delivered to it pursuant hereto, and all the signatures thereto or to any other writing received by the Escrowee purporting to be signed by any party hereto, and upon the truth of the contents thereof.

(h) Escrowee shall not be bound by any modification of this Contract which effects the rights or duties of the Escrowee unless it shall have given its prior consent thereto.

(i) If the Downpayment shall not have been disbursed prior to the end of a calendar year, Seller shall be responsible for reporting and paying taxes on any interest accrued thereon through such date. If such interest is not ultimately received by the Seller, Escrowee shall, prior to disbursing any portion of the Downpayment to Purchaser, pay to Seller from the Downpayment such portion thereof as may be necessary to reimburse Seller for the amount of such taxes.

40. Supplementing paragraph 18(a): Except as otherwise provided herein, the costs of title search and insurance shall be borne by Purchaser.

41. Supplementing paragraph 18(b): Upon at least two (2) days' notice by Seller by telephone or facsimile, Purchaser shall also provide separate certified and/or bank checks for payment of expenses by Seller customarily made at closings.

42. Supplementing paragraph 18(c): In addition to the items listed in Schedule A, the Unit is sold subject to the following items (which shall be deemed included in Schedule A as "Permitted Exceptions"):

(a) Any restrictions or regulations as to building upon or using said Unit under or by virtue of any law or ordinance or other lawful action of any municipal or other public authority now or hereafter adopted, provided the same are not violated by the Unit or the use thereof as a single family residence.

(b) Covenants, restrictions, easements and reservations of record, if any, provided the same are not violated by the Unit or the use thereof as a single family residence.

43. Subject in all respects to the provisions of paragraphs 19(d) and 37, if Seller is unable to convey the Unit to Purchaser at Closing as a result of conditions which are capable of being cured or corrected within a period not to exceed sixty (60) days, unless Purchaser is unwilling to waive same and close without an abatement of the Purchase Price, Seller may (in Seller's sole and exclusive discretion) decide to use best efforts to remove, correct or remedy the same, in which event Seller shall be entitled to an adjournment of the date set for the Closing hereunder for a period not to exceed sixty (60) days or the expiration date of the Purchaser's mortgage commitment, whichever is sooner. Nothing herein contained, absent such an election by Seller, shall require Seller to take any measures of any kind, or bring any action or proceeding or incur any expense greater than one (1%) percent of the Purchase Price to remove, correct or remedy any lien, encumbrance, matter, defect or other problem affecting the Unit. If Seller is unable to remove, correct or remedy the condition by the adjourned Closing date, this Contract shall be canceled in accordance with the terms of paragraph 18(d).

44. The acceptance of a deed by Purchaser shall be deemed to be full performance and discharge of every agreement and obligation to be performed on the part of Seller hereunder, except those, if any, which are herein specifically stated to survive Closing.

45. The failure of either party to insist upon the performance of any obligation to be performed by the other party shall not be deemed to be a waiver thereof or of any preceding or subsequent breach thereof or of any other obligation. No provision of this Contract may be waived except by a writing signed by the party waiving any provision hereof. The waiver of any breach of this Contract shall not be deemed a waiver of any preceding or subsequent breach of the same obligation, or of any other obligation, to be performed hereunder. No extensions of time for the performance of any obligations or acts shall be deemed or construed to be an extension of the time for the performance of any other obligation or act.

46. Seller's attorney is Avely Hart, Esq., of Hart Law PLLC, 546 Fifth Avenue, 6th Floor, New York, New York 10036; telephone (212) 704-4272; fax (212) 504-0802; email ahart@hartpllc.com. Purchaser's attorney is Jacob Davidoff, Esq., 260 Madison Avenue, 17th Floor, New York, NY 10016; telephone (212) 381-4533; fax (____) _____, email: j davidoff@fentingoldman.com. The parties' attorneys shall have the right on behalf of their respective clients to give and deliver notices as herein provided and to adjourn or reschedule the Closing date.

47. Purchaser shall not record this Contract or any memorandum hereof. Breach of the provisions of this paragraph 47 by Purchaser shall constitute a material default hereunder and entitle Seller to the remedy set forth in paragraph 13(a) above.

48. In each instance in which Seller agrees in this Contract to reimburse Purchaser for costs incurred "in connection with examination of title to, and departmental violations searches in respect of, the Unit," Seller's reimbursement obligation shall not, in the aggregate, exceed the sum of \$500.00.

49. Seller represents and warrants that all heating, plumbing, electrical and mechanical systems in the Unit, to the extent the repair and maintenance of same are the responsibility of the Unit Owner, shall be in working order at the time of the Closing.

50. LEAD WARNING AND CONTINGENCY

50.1 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 real property is required to provide the Purchaser with any information on lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to closing.

50.2 This Contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based hazards at the Purchaser's expense until 9:00 P.M. on the tenth calendar day after the execution of this Contract. This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or the Seller's agent) a written addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may at Seller's option, within Ten (10) days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to Closing. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of Closing. If Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have Ten (10) days to respond to the counter-offer or remove this contingency and take the property in "AS IS" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause.

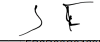
51. Purchasers herein acknowledge that they have a right to the summary of the heating and/or cooling bills or a complete set of said bills under Section 17-103, Chapter 555 of the Laws of the State of New York, commonly known as the Truth in Heating Law. The Purchasers herein waive their rights to copies of said bills and acknowledge that they have not requested them in connection with this transaction.

52. Purchaser represents and warrants to Seller that Purchaser is not listed on the Specially designated Nationals and Blocked Persons list maintained by the Office of Foreign Assets Control, Department of Treasury or is under investigation by any governmental authority for (or has been charged with or convicted of) money-laundering, or been notified that any of its or their assets have been "frozen" by any governmental authority. If the foregoing representation is inaccurate in any respect, Purchaser shall be in default under this Contract, and Seller shall be entitled to cancel this contract and retain the down payment hereunder as liquidated damages.

53. This Agreement may be executed simultaneously in two or more counterparts, through electronic means, pdf or fax, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

DocuSigned by:

4692E9623244A
ESTATE OF BORIS MILLER, Seller
By: Igor Miller, Executor

DocuSigned by:

E60098C9873E4E
HYPPOLITE PAUL, Purchaser

SECOND RIDER TO CONTRACT OF SALE
BETWEEN
THE ESTATE OF BORIS MILLER BY IGOR MILLER AS EXECUTOR, AS SELLER
AND
HYPPOLITE PAUL, AS PURCHASER
PREMISES: 108-10 FLATLANDS 9TH STREET, Unit 15C, P75, & P103, BROOKLYN, NY
11236
DATED: March 19, 2025

1. If there be any conflict between the printed portion of this Contract and the Rider thereto and the provisions of this Additional Purchaser's Rider, the provisions of this Additional Purchaser Rider shall control.
2. Supplementing the printed form Contract, Seller represents that:
 - a. Seller shall deliver to Purchaser a copy of any Amendments to the offering plan or any financial statements for the Condominium received by Seller after the date of this Contract.
 - b. At the time of Closing, there shall be a valid Certificate of Occupancy or Temporary Certificate of Occupancy for the Unit and the Building.
 - c. At the time of the Closing, there shall be no judgments outstanding against Seller which have not been bonded against collection out of the Unit.
3. Seller represents to the best of Seller's knowledge that:
 - a. All mechanical systems and equipment located in or servicing the Unit that are the responsibility of the Seller are presently, and at the time of Closing shall be, in working order. The systems to which this representation shall apply include, without limitation, the plumbing, electrical, heating and air conditioning systems and their respective fixtures, to the extent same is the responsibility of the Unit owner to maintain and repair. These representations are limited to equipment within the four-walls of the Unit.
 - b. If Seller removes any lighting fixtures within the unit pursuant to the Contract, Seller must replace said light fixtures with standard "builder's fixtures" in a good and workmanlike manner, and at Seller's sole cost and expense, prior to Closing.
 - c. At the time of Closing, all utilities servicing the Unit, including but not limited to gas, electric and water, shall be in working order, whether or not they are the responsibility of the Condominium to restore/repair.
 - d. If there are any plumbing, heating, air conditioning or electrical problems to repair prior to Closing which are the responsibility of the Condominium, Seller, upon learning of same or receiving notice of such condition, shall promptly notify the

Condominium, use Seller's reasonable efforts to have such problems corrected prior to Closing and shall deliver all documentation, if any, regarding such repair to Purchaser prior to or at Closing.

- e. 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 active leaks. If any active leaks emanating from or within the Unit are discovered prior to Closing, to the extent same is not responsibility of the Condominium or other unit owners, Seller shall promptly remedy same. If any active leak is discovered that is emanating from another unit or common area into the Unit, Seller shall take all necessary steps to notify the responsible party or parties and shall use diligent efforts to induce the responsible party or parties to promptly remedy same and repair any resultant damage. Purchaser's obligation to close this transaction is conditioned upon there being no active water leaks within or out of the Unit affecting the Unit at the time of Closing
 - f. Seller is unaware of the presence of any insects, including bedbugs, and/or vermin in the unit within the last twenty-four (24) months.
 - g. Seller has neither made nor received any complaints concerning unusual or disruptive noise emanating from or audible in the Unit, leaks, or unusual odors emanating from or permeating the Unit.
 - h. Seller has received no notice and has no knowledge of any pending litigation or claim against Seller which adversely affects Seller's right to sell the Unit in accordance with the terms and conditions of this Contract.
 - i. Seller has received no notice that the use and/or occupancy of the Unit is in violation of the Declaration, the Condominium's by-laws (the "By-Laws"), or house rules (the "House Rules"), or any applicable provision of law.
 - j. Seller represents and warrants that, all alterations, additions or improvements which have been made in or to the Unit that required governmental approval were made in compliance with all governmental laws, ordinances, codes, rules and regulations, and are fully paid for. Seller further represents that they have not made any alterations, additions or improvements without the required consent and approval of the Condominium board and managing agent. In the event there are any open Job Filings at the Department of Buildings against the Unit, then prior to closing Seller shall close out such Job Filings and obtain final Sign Offs and Letter of Completions. The above shall apply only for any Job Filings created by Sellers
 - k. Seller represents they have not received any notice of any future increase in common charges, assessments, fees, or charges payable to the Condominium.
4. Seller shall cooperate with the title insurance company retained by Purchaser and will execute and deliver such instruments and documents reasonably and customarily required


by the title insurance company to issue its policy of insurance to Purchaser subject only to the standard exceptions provided therein.

5. If there are more than one party comprising the Purchaser, this Contract shall terminate upon the death of any party that comprises the Purchaser. In the event one of the parties that comprises the Purchaser dies, the Contract Deposit shall be refunded to the remaining Purchaser. Upon making such refund and reimbursement, neither party shall have any further liability or claim against the other hereunder
6. Receipt of a title report by the attorney for Seller shall be deemed adequate notice of any violations, defects, or exceptions to title.
7. In the event that, after Closing, there is a charge (either directly by the governmental taxing authority, or indirectly by the Condominium as a surcharge to Common Charge or as an Assessment) that in whole or in part relates to the period of time Seller owned the Unit, Seller shall be responsible for the pro-rated portion of such charge for the period in which Seller owned the Unit, and Seller shall pay same promptly after being notified. The provisions of this paragraph shall survive Closing for a period of one (1) year.
8. Each party shall indemnify and hold the other 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 indemnified party at any time after Closing by reason of any material misrepresentation or misstatement made by or on behalf of indemnifying party in any of the following documents: a) FIRPTA affidavit or Form 8828; b) Form TP-584 and RPT; c) IT 2663, if applicable, and any other transfer tax documents or transfer taxes imposed as a result of the sale; and d) Seller or Purchaser's title company shall also be responsible for the preparation of the draft of said documentation, which shall be reviewed and approved by each party. This paragraph shall survive Closing.
9. Schedule A entitled Permitted Exceptions is hereby modified and/or supplemented as follows:
 - a. Paragraph 3 is supplemented by adding at the end thereof "provided same have not been violated by the Unit or the Common Elements and the use thereof."
 - b. Paragraph 5 is modified to the extent that said exceptions do not affect the Unit or the Common Elements or the present use thereof.
 - c. Paragraph 6 is supplemented to the extent that said exceptions do not render title uninsurable and do not affect the existing Unit or Common Elements.
 - d. Intentionally Deleted.
 - e. Intentionally Deleted.


- f. Intentionally Deleted.
10. Notwithstanding anything contained in the printed form or Rider, Purchaser shall have the right to assign this Contract to an LLC, Trust, or other entity of which Purchaser has a majority and controlling interest, and providing same is acceptable to the Purchaser's lender. In case of such assignment, Purchasers shall remain personally liable under the Contract.
11. Intentionally Deleted.
12. If FIRPTA is applicable in this transaction, Seller shall be responsible for withholding from the Balance, and remitting to the IRS, such sum as may be required by law. Seller's attorney shall provide a copy of such check, a completed IRS Form 8288, and the FedEx tracking information to Purchaser's Attorney to track such payment. Seller's attorney shall provide proof of deposit of the payment to Purchaser's attorney. Seller agrees to indemnify and hold Purchaser harmless from and against any claim, liability or expense arising out of Seller's failure to comply with FIRPTA.
13. Prior to or at Closing, Seller shall provide the Purchaser's Title Company for the purposes of clearance with the following:
- a. Certified copy of decedent's Death Certificate;
 - b. Copy of the Last Will and Testament of Boris Miller which was admitted to probate;
 - c. Letters Testamentary issued to the Executor(s) within six (6) months of Closing, authorizing the Executor(s) to execute such necessary documents to consummate this transaction;
 - d. Evidence that the Estate has authorized this sale;
 - e. Evidence that the Estate has not granted any option to any other entity to purchase the Unit;
 - f. NYS Release of Estate Tax Lien;
 - g. Executor's affidavit that all estate taxes (state and federal) have been paid or that none were owed;
 - h. Any and all documents required by the Condominium and/or Managing Agent.

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

SELLER(S):
Estate of Boris Miller

DocuSigned by:

4002E630233444A...
Igor Miller, as Executor

PURCHASER(S):

DocuSigned by:

FB2D9BC9423E45F...
Hyppolite Paul