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October 23, 2025

VIA EMAIL

Fentin Goldman Turk & Davidoff, LLP
260 Madison Avenue, 17th Floor
New York, NY 10016

**Re: Dewar to Belton
Premises: 930 East 55th Street, Brooklyn, NY 11234**

Dear Counselor:

Attached is one (1) fully executed copy of the contract of sale in connection with the above referenced transaction. Please be advised that the down payment of \$48,500.00 was deposited into the escrow account.

Should you have any questions, please contact this office. Thank you.

Very truly yours,
st Richard Rodriguez
Richard Rodriguez

RRR/mr
Enclosures

RESIDENTIAL CONTRACT OF SALE (2000)

This form was originally prepared by the Real Property Law Section of the New York State Bar Association and the Committee on Real Property Law of the Association of the Bar of the City of New York. This form may have been altered by the user and any such alterations may not be apparent. To view or download the original unaltered text of this form, visit the Real Estate Law page at www.abcnny.org.

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 Law").

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

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.

Residential Contract of Sale

Contract of Sale made as of October , 2025 between

Lomel Dewar

Address: 930 East 55th Street, Brooklyn, NY

Social Security Number/ Fed. I.D. No(s): _____

hereinafter called "Seller" and

Yvonne Belton

Address: 929 E 80th Street, Brooklyn, NY 11236

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"), known as: 930 East 55th Street, Brooklyn NY 11234

Tax Map Designation: BLOCK: 7738 LOT: 57, and more particularly described on the legal description attached hereto.

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, chandeliers, bathroom and kitchen cabinets and counters, 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, built-in microwave oven, refrigerator, freezer, air conditioning equipment and installations, wall to wall carpeting and built-ins not excluded below TO THE EXTENT SUCH ITEMS EXIST ON THE PREMISES AS OF THE DATE HEREOF AND IN THE CONDITION AS OF THE DATE HEREOF, except as otherwise indicated herein.

Excluded from this sale are furniture and household furnishings and

3. **Purchase Price.** The purchase price EIGHT HUNDRED FOURTY FIVE THOUSAND Dollars (\$845,000.00), payable as follows:

(a) on the signing of this contract, by Purchaser's good 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"): \$84,500.00.

~~(b) by allowance for the principal amount unpaid on the existing mortgage on the date hereof, payment of which Purchaser shall assume by joinder in the deed: _____
_____ \$ _____.~~

~~(c) by a purchase money note and mortgage from Purchaser to Seller: _____
_____ \$ _____.~~

(d) balance at Closing in accordance with paragraph 7:
\$760,500.00

4. ~~Existing Mortgage. (Delete if inapplicable) If this sale is subject to an existing mortgage as indicated in paragraph 3(b) above:~~

~~(a) The Premises shall be conveyed subject to the continuing lien of the existing mortgage, which is presently payable, with interest at the rate of _____ percent per annum, in monthly installments of \$ _____ which include principal, interest and escrow amounts, if any, and with any balance of principal being due and payable on _____.~~

~~(b) To the extent that any required payments are made on the existing mortgage between the date hereof and Closing which reduce the unpaid principal amount thereof below the amount shown in paragraph 3(b), then the balance of the price payable at Closing under paragraph 3(d) shall be increased by the amount of the payments of principal. Seller represents and warrants that the amount shown in paragraph 3(b) is substantially correct and agrees that only payments required by the existing mortgage will be made between the date hereof and Closing.~~

~~(c) If there is a mortgagee escrow account, Seller shall assign it to Purchaser, if it can be assigned, and in that case Purchaser shall pay the amount in the escrow account to Seller at Closing.~~

~~(d) Seller shall deliver to Purchaser at Closing a certificate dated not more than 30 days before Closing signed by the holder of the existing mortgage, in form for recording, certifying the amount of the unpaid principal, the date to which interest has been paid and the amounts, if any, claimed to be unpaid for principal and interest, itemizing the same. Seller shall pay the fees for recording such certificate. If the holder of the existing mortgage is a bank or other institution as defined in Section 274-a of the Real Property Law it may, instead of the certificate, furnish a letter signed by a duly authorized officer, employee or agent, dated not more than 30 days before Closing, containing the same information.~~

~~(e) Seller represents and warrants that (i) Seller has delivered to Purchaser true and complete copies of the existing mortgage, the note secured thereby and any extensions and modifications thereof, (ii) the existing mortgage is not now, and at the time of Closing will not be, in default, and (iii) the existing mortgage does not contain any~~

~~provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the sale or conveyance of the Premises.~~

5. ~~**Purchase Money Mortgage.** (Delete if inapplicable) If there is to be a purchase money mortgage as indicated in paragraph 3(c) above:~~

~~(a) The purchase money note and mortgage shall be drawn by the attorney for Seller in the form attached or, if not, in the standard form adopted by the New York State Land Title Association. Purchaser shall pay at Closing the mortgage recording tax, recording fees and the attorney's fees in the amount of \$ _____ for its preparation.~~

~~(b) The purchase money note and mortgage shall also provide that it is subject and subordinate to the lien of the existing mortgage and any extensions, modifications, replacements or consolidations of the existing mortgage, provided that (i) the interest rate thereof shall not be greater than _____ percent per annum and the total debt service thereunder shall not be greater than \$ _____ per annum, and (ii) if the principal amount thereof shall exceed the amount of principal owing and unpaid on the existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. The purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.~~

6. **Downpayment in Escrow.** (a) Seller's attorney ("Escrowee") shall hold the Downpayment in escrow in an IOLA Attorney Trust 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 hold the Downpayment in a non 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 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 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 county 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 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 (with right of contribution) agree to defend (by attorneys selected by Escrowee), 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.

(f) The party whose attorney is Escrowee shall be liable for loss of the Downpayment.

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

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

(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 reasonable prior notice (by telephone or otherwise) 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 \$500.00; and

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

8. Mortgage Commitment Contingency. (Delete paragraph if inapplicable)

(a) The obligation of Purchaser to purchase under this contract is conditioned upon issuance, on or before **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(k) (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 **\$591,500.00** 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, Purchaser 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.

(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 the 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 Down payment 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 Down payment 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 within 5 business days after the Commitment Date, which cancellation shall become effective unless Purchaser delivers a copy of such commitment to Seller within 10 business days after the Commitment Date. 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 Down payment shall be promptly refunded to Purchaser (provided Purchaser has complied with all of its obligations under this paragraph 8) and except as set forth in paragraph 27.

(i) The attorneys for the parties are hereby authorized to give and receive on behalf of their clients all Notices and deliveries under this paragraph 8.

(j) 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.

(k) For purposes of subparagraph (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:

(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) 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.

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 hereof 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 reputable title insurance company licensed in the State of New York 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 & Sale Deed with Covenants against Grantor's Acts 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 office of the Seller's Attorney at 10:00 a.m. on or about 60 DAYS FROM DELIVERY OF THE FULLY EXECUTED CONTRACT TO THE BUYER'S ATTORNEY or, upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of the attorney of the Purchaser's lender; provided that such office is in Kings County or in the county of the Premises.

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 building(s) and all of the other improvements located on the property authorizing their use as a ² family dwelling at the date of Closing.

(c) The delivery by Seller to Purchaser of a certificate stating that Seller is not a foreign person, which certificate shall be in the form then required by FIRPTA or a withholding certificate from the Internal Revenue Service. If Seller fails to deliver the aforesaid certificate or if Purchaser is not entitled under FIRPTA to rely on such certificate, 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 building(s) 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 building(s) located on the property and all 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) If there is a water meter on the Premises, Seller shall furnish a reading to a date not more than 30 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 for 60 days.

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 reasonable prior notice (by telephone or otherwise), 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 attorney(s) 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, 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.

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 defaults hereunder, Seller's sole remedy shall be to receive and 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.

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 **by electronic mail, or** 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 **by electronic mail, or** in person or by overnight courier shall be deemed given when delivered, or

~~(c) with respect to paragraph 7(b) or 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.~~

26. **No Assignment.** This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) 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 real estate broker in connection with this sale other than COMPASS (Alex Sochinsky) and The Gonzalez Property Group (Odane Jackson; 2% fee) ("**Broker**") and Seller shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker. 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 IRS reporting requirements, if applicable. This subparagraph shall survive Closing.

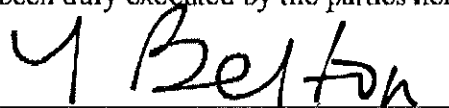
(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this Contract. This subparagraph shall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

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

Lomel Dcwar, Seller



Yvonne Belton, Purchaser

Attorney for Seller:
Law Office of Richard Rodriguez, P.C.

Attorney for Purchaser:
Fentin Goldman Turk & Davidoff LLP

Address:
114 Court Street
Brooklyn, NY 11201

Address:
260 Madison Ave, 17th Floor
New York, NY 10016

Tel.: 718 875-1800
Fax:

Tel.: 212-381-4533
Fax:

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

PREMISES:

Block: 7738
Lot: 57
County or Town: Brooklyn
Street No. Address: 930 East 55th Street

(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.

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

Lomel Dewar
Lomel Dewar, Seller

Yvonne Belton, Purchaser

Attorney for Seller:
Law Office of Richard Rodriguez, P.C.

Attorney for Purchaser:
Fentln Goldman Turk & Davidoff LLP

Address:
114 Court Street
Brooklyn, NY 11201

Address:
260 Madison Ave, 17th Floor
New York, NY 10016

Tel.: 718 875-1800
Fax:

Tel.: 212-381-4533
Fax:

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

PREMISES:

Block: 7738
Lot: 57
County or Town: Brooklyn
Street No. Address: 930 East 55th Street



RIDER TO RESIDENTIAL CONTRACT OF SALE

SELLER: Lomel Dewar
PURCHASER: Yvonne Belton
PREMISES: 930 East 55th Street, Brooklyn, NY
DATED: October , 2025

1. CONFLICT. In the event of a conflict or inconsistency between this rider (“Rider”) and the annexed preprinted form of the above-referenced Contract, the terms of this Rider shall govern.
2. COUNTERPARTS. The Contract and this Rider may be executed in counterparts and a signature of a party delivered electronically via facsimile or .pdf electronic format shall be deemed an original signature and fully effective as such for all purposes. The delivery date of the fully executed Contract and Rider shall be the date of said facsimile or e-mail delivery.
3. NOTICE. As an additional alternative method of providing Notice pursuant to Paragraph 25 of the Contract, each party’s attorney may send Notice to the other party’s attorney via e-mail; it being understood that to utilize this method, Notice must be sent to richard@rodriguezsq.com, if to Seller and to jdavidoff@fentingoldman.com if to Purchaser to ensure delivery.
4. SEVERABILITY. If any paragraph, section, term or provision of this Rider or the Contract shall to any extent be held or determined to be invalid or unenforceable, the remaining sections, terms and provisions shall nevertheless continue in full force and effect.
5. NO WAIVER. The failure of either party to insist upon the performance of any obligation to be performed by the other party shall not be deemed a waiver thereof or of any preceding or succeeding 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 as an extension of time for the performance of any other obligations or acts.
6. DEPOSIT CHECK. In the event that the check given as a down payment and delivered by the Purchaser to the Seller upon the execution of this contract is dishonored for any reason by the bank upon which it is drawn, then the Seller, in addition to any other rights and remedies which he may have, may, at his option, declare this contract null and void and, thereupon, the Seller shall be relieved and released from all obligations there under.
7. FUNDS TO CLOSE. Purchaser represents to Purchaser’s best knowledge that it has sufficient funds, along with the proceeds from Purchaser’s mortgage, if any, with which to

close title, including the cost of examination of title, bank fees, insurance, and all costs in connection with said closing.

8. FUNDS PAID AT CLOSING. The proceeds from the purchaser's mortgage, if any, and the balance of the purchase price (other than as provided herein) must be paid by certified or bank check drawn on a New York bank, payable directly to the Seller or as Seller's attorney has requested. If any checks representing payment of the Purchase Price are not paid (due to insufficient funds or for any other reason), whether such checks shall have been tendered by Purchaser, the Purchaser's Lending Institution or by any other party acting on behalf of the Purchaser (including, without limitation, attorneys representing the Purchaser's lending institution), the Purchaser shall be responsible for the replacement of any such checks . The parties agree that the deed shall be deemed delivered in escrow pending collection of the funds represented by the uncertified checks, if any. This paragraph shall survive the closing of title.
9. PERSONALTY. The parties acknowledge and agree that any and all personalty items included in this sale are being sold as part of the Unit and as a result no sales tax is due in connection therewith.
10. REPAIR Seller shall not be obligated to repair, or to pay for the repair of, nor shall Seller be responsible for, wall or ceiling holes smaller than the size of a U.S. Dime from any pictures, art work or other hanging devices (including, without limitation, television sets), marks, scuffs, minor cosmetic damage from the removal of furniture, furnishings and other personalty not included in the sale.
11. CONDITION OF PREMISES. The Purchaser has examined and inspected the premises, and personal property included in this sale, and is familiar with physical condition thereof, and agrees to accept same in "AS IS" present condition thereof, with reasonable wear and tear to date of delivery of deed the seller having made no representations in common therewith, except as may be set forth within the body of this contract.
12. "SUBJECT TO" CLAUSES. Said premises are sold subject to: (a) covenants, restrictions, utility easement and utility agreements of record, if any, now in force, provided same is not violated by existing structures or use thereof; (b) any state of facts an accurate survey may show, provided same does not render title uninsurable by a title insurance company authorized to do business in New York; (c) party wall and party wall agreements, if any; (d) encroachments or possible encroachments in compliance with §543 of the RPAPL; (e) proposed widening of any street or road in front of said premises and subject to the provisions of Section 35 of General City Law; and (f) rights, if any, acquired by utility companies or cable television companies to maintain and operate lines, cables, poles and distribution boxes, in or over the premises.
13. NOTICE OF OBJECTION TO TITLE. The Purchaser agrees to place an order for a title report for the Premises within five calendar days from the date hereof and, upon receipt of the title report, shall deliver the title report to the attorneys for the seller herein. Seller's attorney's receipt of the title report shall be deemed sufficient notice of any title objections. If any objections or violations appear on any said title examination, and cannot be cleared

by the Seller by the time of the closing of title, then the seller at his option shall be entitled to a reasonable adjournment of no more than thirty (30) days in the aggregate of the closing for the purpose of removing such objections and violations and the Purchaser shall keep its mortgage commitment and rate lock current and active through the actual date of Closing so long as doing so does not incur Purchaser additional expense. It specifically being agreed and understood that Seller shall not be required to bring any action or proceeding or otherwise incur any expense greater than 1% of the purchase price to render title marketable.

14. TITLE. The parties agree that if for any reason whatsoever, except seller's default, seller is unable to deliver to purchaser a good and insurable title in accordance with and subject to the provisions of this contract, seller shall not be required to bring any action or proceeding or otherwise incur any expense greater than 1% of the purchase price to render the title to the premises marketable. If purchaser shall refuse title in unmarketable condition, seller may rescind this contract and upon returning to the purchaser herein the sum paid on signing of this contract, and the net title company expense for the examination of title to the premises and survey costs, all further liability on the part of the seller hereunder shall cease and end, and this contract shall become null and void and be cancelled and of no further force and effect.
15. CERTIFICATE OF OCCUPANCY. In no event shall Seller be required to bring variance proceedings or change of zone proceedings, if same shall be necessary, to secure a certificate of occupancy. In the event that same certificate cannot be obtained by Seller without bringing said proceedings, the Seller has the option to cancel this contract and return the monies deposited upon the signing hereof, as well as net costs of examination of title to the premises and survey costs to the Purchaser and upon collection thereof, neither party shall have any further rights as against the other. In any event, however, Purchaser may elect to proceed with the purchase regardless of the production of said certificate.
16. VIOLATIONS. Notwithstanding anything to the contrary contained herein, violations of record shall not be deemed to be an objection to the passage of title and purchaser shall accept title subject to same provided that seller, at the time of closing, deposits with its attorneys, the title company, or purchaser's lender sufficient monies to correct such violations and agrees by separate writing to have same corrected within ninety (90) days from the date of closing. However, in the event the cost of compliance with the removal of such violation(s) exceeds the sum of 1% of the purchase price, the Seller shall have the right to either remove such violations or cancel the Contract of Sale and return the Down Payment paid hereunder to the Purchaser, along with the actual expenses incurred for examination of title and survey. Seller's option to cancel shall be subject to Purchaser's right to accept title subject to all violations with a credit towards the Purchase Price in the amount of 1% of the purchase price.
17. CONDITIONAL COMMITMENT. A mortgage commitment requiring the sale of purchaser's present residence or any other property shall be considered a firm bank commitment and shall not excuse purchaser from closing title herein as this contract is not contingent upon such sale.

18. MORTGAGE CONTINGENCY. Purchaser represents to purchaser's best knowledge that Purchaser has no judgments outstanding against them in any court, nor have they ever been adjudicated as bankrupt. Purchaser agrees to return a signed acceptance of the mortgage commitment to the lending institution within the time required pursuant to said commitment. Purchaser shall furnish Seller's attorney with a copy of such commitment after receipt thereof. If the Purchaser fails to obtain such commitment on or before the end of the commitment period set forth in the Contract, then, unless the Seller agrees in writing to extend such date, this contract, at either party's option, shall be canceled as of such date and both parties shall thereafter be released and discharged from any liability under this contract, except that the down payment shall be promptly refunded to Purchaser.
19. SELLER REPRESENTATION. Notwithstanding the representations contained in paragraph 16 (B) herein, seller makes no representation as to the legality of decks, stoops, porches, pools, freestanding shed, awnings, or cellar entrances covering stairs to basement. Purchaser agrees to take same "AS IS", if said condition exists, without receiving a credit for same.
20. PURCHASER'S DEFAULT. In the event purchaser is in default under the terms of this agreement, seller is authorized as its sole and exclusive remedy to retain as liquidated damages the down payment held in escrow by seller's attorney upon notice to purchaser's attorney.
21. DEED ACCEPTANCE. The acceptance of the deed by the purchaser shall be deemed full performance and discharge of every agreement and obligation on the part of the seller, except those, if any, which are herein specifically stated to survive the delivery of the deed.
22. LEAD HAZARD CONTINGENCY.
- (a) Purchaser acknowledges that pursuant to regulations promulgated by the U.S. Department of Housing and Urban Development (24 CFR Part 35) and the Environmental Protection Agency (40 CFR Part 745), pursuant to Section 1018 of the Residential Lead Paint Reduction Act of 1992, Purchaser has the right to make its inspections under this Contract contingent on a ten (10) day period to perform a risk assessment or inspection of the Property for lead-based paint and/or lead-based paint hazards.
- (b) Purchaser hereby represents that it has either (i) performed such risk assessment or inspection prior to the execution of this Contract, or (ii) waives its right to do so and any attendant rights of Purchaser to cancel this Contract for reasons related to the presence, if any, of lead-based paint and/or lead-based paint hazards.
- (c) Purchaser acknowledges receipt of the U.S. EPA booklet entitled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME." The parties acknowledge that they have executed the attached form entitled "DISCLOSURE OF INFORMATION AND

ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS.”

23. OFFER. The submission of this Contract of Sale to purchasers does not constitute an offer to sell by seller, and this Contract of Sale will not constitute a binding agreement nor be of any force or effect until executed by seller and delivered to purchaser.
24. ESCROW. In the event of disagreement between the parties concerning the release of the deposit moneys paid hereunder, the Seller’s attorneys are authorized not to release such funds from escrow until the parties agree, in writing, as to disbursement of such funds. In the event of litigation concerning the fund, the Seller’s attorneys are authorized to deposit the money into court and, upon doing so, will be completely discharged and released from further obligation or liability with respect thereto.
25. 1031 EXCHANGE. Purchaser acknowledges that if Seller intends to perform an IRC Section 1031 tax deferred exchange and that Seller’s rights, title and interest (but not obligations) pursuant to this Purchase and Sale Agreement or Sales Contract may be assigned to an Exchange Agent for the purpose of completing said exchange. Purchaser agrees to cooperate with Seller and the Exchange Agent, at no additional cost or liability to Purchaser, by executing the documents necessary to complete Seller’s IRC Section 1031 tax deferred exchange transaction.
26. Neither this Contract nor any memorandum thereof shall be recorded by Purchaser or any agent of Purchaser. Any recordation or attempted recordation by Purchaser, or an agent of Purchaser, shall be a material default hereunder.
27. Escrowee shall not be liable to either party for any error, omission or action taken by Escrowee, unless the same is a result of his willful disregard of the terms of this contract, or gross negligence. Escrowee shall not be made a party defendant in any action between the parties. If either the Purchaser or Seller commences an action naming the Escrowee as a party defendant, that party shall indemnify the Escrowee and hold him harmless from any and all costs, claims and expenses including reasonable attorney’s fees incurred in connection with said action.
28. Purchaser shall indemnify and hold the Seller harmless from and against any and all loss, liability, claims, damages, injury and death arising out of or related to access of the Premises prior to Closing by the Purchaser, Purchaser’s agents, or any person acting on behalf of the Purchaser.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, this rider has been duly executed by the parties as of the date of the Agreement.

Y Belton

Lomel Dewar, Seller

Yvonne Belton, Purchaser

IN WITNESS WHEREOF, this rider has been duly executed by the parties as of the date of the Agreement.

Lomel Dewar
Lomel Dewar, Seller

Yvonne Belton, Purchaser

**ADDITIONAL RIDER ATTACHED TO AND MADE PART OF
CONTRACT OF SALE FOR PREMISES GENERALLY KNOWN AS
PREMISES: 930 East 55th Street, Brooklyn, NY 11234
BETWEEN
Lomel Dewar, as Seller
AND
Yvonne Belton, as Purchaser
DATED _____**

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. 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.

3. Seller represents to the best of their knowledge 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.

4. 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. 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.
5. 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
6. 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.
7. 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.
8. 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.
9. Seller shall arrange for final water readings of all utilities (including, but not limited to, gas, electric, cable and telephone) 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.
10. 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.

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 15 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. 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.
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. 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.

[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):

Lomel Dewar

Purchaser(s):

Y Belton

Yvonne Belton

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):

Lomel Dewar

Lomel Dewar

Purchaser(s):

Yvonne Belton

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

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 pain 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 received the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

SELLER
Y Beltan

PURCHASER

DATE
10/20/2025

DATE

SELLER
Y Beltan

PURCHASER

DATE
10/20/2025

DATE

AGENT

DATE

AGENT

DATE

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

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 received the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Lomel Dewar</u>	<u>10-22-2025</u>	_____	_____
SELLER	DATE	SELLER	DATE
_____	_____	_____	_____
PURCHASER	DATE	PURCHASER	DATE
_____	_____	_____	_____
AGENT	DATE	AGENT	DATE