

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 ENGLISH"). CONSULT YOUR LAWYER BEFORE SIGNING IT.

NOTE: FIRE AND CASUALTY LOSSES:

This contract form does not provide for what happens in the event of fire or casualty loss 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 title to or possession of the premises.

DATE: CONTRACT OF SALE made as of the 31st day of OCTOBER, 2025

BETWEEN

SELLER: YVES MICHEL as Surviving Tenant by the Entirety of Erta Michel

Address: 1646 Remsen Avenue, Brooklyn, NY 11236

And

PURCHASER: ORION R. ORRIDGE, BEVERLEY ALLEN & BETHANY PEART

Address: 917 East 100 Street, Brooklyn, NY 11236

Hereinafter called "**PURCHASER**" who agrees to buy the property, including all buildings and improvements thereon (the "**PREMISES**"), more fully described on a separate page marked "**Schedule A**," and also known as:

PREMISES: Street Address: 1646 REMSEN AVENUE, BROOKLYN, NY 11236

Tax Map Designation: BLOCK 8086 LOT 46

Together with **SELLER'S** interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

PERSONAL PROPERTY:

The sale also includes all fixtures and articles of personal property attached to or used in connection with the **PREMISES**, unless specifically excluded below. **SELLER** states that they are paid for and owned by **SELLER** free and clear of any lien other than the **EXISTING MORTGAGE(S)**. They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pump, shrubbery, fencing, outdoor statuary, tool sheds, 2 dishwashers, 1 washing machines, 1 - clothes dryers, garbage disposal units, 2 ranges/oven, 2 refrigerators/freezers, air conditioners, air conditioning equipment and installations, ceiling fans, and wall to wall carpeting; **ALL AS PRESENTLY EXISTS**

Excluded from this sale are: Furniture and household furnishings,

PURCHASE PRICE:

1. (a) The purchase price is..... \$ **955,000.00**

Payable as follows:

On the signing of this contract, by check subject to collection:..... \$ **33,425.00**

BALANCE AT CLOSING:..... \$ **921,575.00**

EXISTING MORTGAGES: 2. N/A

ACCEPTABLE FUNDS:

3. All money payable under this contract unless otherwise specified, shall be either:

a. Cash, but not over one thousand (\$1,000.00) Dollars,

b. Good certified check of **PURCHASER**, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of **SELLER**.

- c. Money other than the purchase price, payable to **SELLER** at **CLOSING**, may be by check of **PURCHASER** up to the amount of ZERO (~~\$-0-~~) dollars, or
- d. As otherwise agreed to in writing by **SELLER** or **SELLER'S** attorney.

“SUBJECT TO” PROVISIONS:

4. The **PREMISES** are to be transferred subject to:

- a. Laws and governmental regulations that affect the use and maintenance of the **PREMISES**, provided that they are not violated by the buildings and improvements erected on the **PREMISES**.
- b. Consents for the erection of any structures on, under or above any streets on which the **PREMISES** abut.
- c. Minor encroachments of up to 12 inches of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

TITLE COMPANY APPROVAL:

5. **SELLER** shall give and **PURCHASER** shall accept such title as any reputable title company of purchaser's choice of a member of The New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy; subject only to the matters provided for in this contract.

CLOSING DEFINED:

6. “**CLOSING**” means the settlement of the obligation 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 W. COV AG. GRANTORS ACT** deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the **PREMISES**, free of all encumbrances except as herein stated.

The deed will contain a covenant by **SELLER** as required by Section 13 of the Lien Law. If **SELLER** is a corporation, it will deliver to **PURCHASER** at the time of **CLOSING** (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (b) 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.

CLOSING DATE:

7. **CLOSING** will take place at the office of the lending institution or the office of **MICHAEL E. STEINER, ESQ.** or at the actual office of the lender or its attorney, on or about **sixty (60) days from the effective date of this contract which is the date on which a PDF of the fully executed contract is emailed to the Purchaser's attorney.** **THIS CONTRACT SHALL NOT EXPIRE ON THE ABOVE SAID DATE UNLESS EITHER THE SELLER OR THE PURCHASER HAVE TAKEN AFFIRMATIVE STEPS IN WRITING TO CANCEL THE CONTRACT PURSUANT TO ITS TERMS. CLOSING SHALL BE HELD IN EITHER THE LENDER'S OR ITS ATTORNEY'S ACTUAL OFFICE OR IN THE SELLER'S ATTORNEY'S OFFICE.**

BROKER:

8. **PURCHASER** hereby represents that **Odane Jackson** of **THE GONZALEZ PROPERTY GROUP LLC** has acted as a “**BUYER'S BROKER**” in regards to this purchase and that **PURCHASER** agrees to pay any claim for this broker's commissions directly to the **Gonzalez Property Group LLC** pursuant to a separate agreement.

Seller represents that **Seller** has retained **BO'S PRIME REALTY & BOZENA ZGODA** as the **Seller's** broker and **SELLER** agrees to pay this broker's commission earned pursuant to a separate agreement.

STREETS AND ASSIGNMENT OF UNPAID AWARDS:

9. This sale includes all of the **SELLER'S** ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the **PREMISES** to the center line thereof. It also includes 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** will deliver at no additional cost to

PURCHASER, at **CLOSING**, or thereafter, on demand, any documents which **PURCHASER** may require to collect the award and damages.

MORTGAGEE'S CERTIFICATE OR LETTER AS TO EXISTING MORTGAGE(S):

10. **SELLER** agrees to deliver to **PURCHASER** at **CLOSING** a certificate dated not more than thirty (30) days before **CLOSING** signed by the holder of each **EXISTING MORTGAGE**, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest. **SELLER** shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before **CLOSING** containing the same information. **SELLER** hereby states that any **EXISTING MORTGAGE** will not be in default at the time of **CLOSING**.

COMPLIANCE WITH STATE AND MUNICIPAL DEPARTMENT VIOLATIONS AND ORDERS:

11. a. **SELLER** will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the **PREMISES** as of the date of closing. The **PREMISES** shall be transferred free of them at **CLOSING** and this provision shall survive **CLOSING**. **SELLER** shall furnish **PURCHASER** with any authorizations necessary to make the searches that could disclose these matters.

OMIT IF THE PROPERTY IS NOT IN THE CITY OF NEW YORK:

b. All obligations affecting the **PREMISES**, incurred pursuant to the Administrative Code of the City of New York prior to **CLOSING** and payable in money shall be discharged by **SELLER** at **CLOSING**.

INSTALLMENT ASSESSMENT:

12. If at the time 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 are to be paid by **SELLER** at **CLOSING**.

APPORTIONMENTS:

13. The following are to be apportioned as of midnight of the day before the day of **CLOSING**,
(a) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed. And (b) Fuel, if any. If **CLOSING** shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation. Any errors or omissions in computing apportionments at **CLOSING** shall be corrected. This provision shall survive **CLOSING**.

WATER METER READINGS:

14. If there is a water meter at the premises, Seller will, order a "Final Title" reading when seller executes the contract of sale. Adjustments will be made to the date of possession based on this reading/bill.

ALLOWANCE FOR UNPAID TAXES, ETC.:

15. **SELLER** has the option to credit **PURCHASER** as an adjustment of 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**.

USE OF PURCHASE PRICE TO PAY ENCUMBERANCES:

16. If there is anything else affecting the sale which **SELLER** is obligated to pay and discharge at **CLOSING**, **SELLER**, may use any portion of the balance of the purchase price to discharge it. As an alternative, **SELLER** may deposit money with the title insurance company employed by **PURCHASER** required by it to assure its discharge, but only if the title insurance company will insure **PURCHASER'S** title clear of the matter or insure against its enforcement out of the **PREMISES**. Upon request made within a reasonable time before **CLOSING**, **PURCHASER** agrees to provide separate certified checks as requested to assist in clearing up these matters.

AFFIDAVIT AS TO JUDGMENTS, BANKRUPTCIES.:

17. 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 a satisfactory detailed affidavit at **CLOSING** showing that they are not against **SELLER**.

DEED TRANSFER AND RECORDING TAXES:

18. At **CLOSING**, **SELLER** shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable NYC and NYS Transfer taxes and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. **PURCHASER** agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after **CLOSING**.

PURCHASER'S LIEN:

19. The Purchaser's contract deposit, or any monies expended by the Purchaser in the attempted purchase of this property, **SHALL NOT BE A LIEN** on the **PREMISES** nor collectable out of the **PREMISES AS LONG AS THE CONTRACT DEPOSIT IS EITHER BEING HELD IN ESCROW IN SELLER'S ATTORNEY'S IOLA ACCOUNT OR HAS BEEN DEPOSITED INTO COURT.**

SELLER'S INABILITY TO CONVEY AND LIMITATION OF LIABILITY

20. If seller is unable to transfer title to **PURCHASER** in accordance with this contract, **SELLER'S** sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither **SELLER** nor **PURCHASER** shall have any further rights against the other.

CONDITION OF PROPERTY

21. **PURCHASER** has inspected the buildings on the **PREMISES** and the personal property included in this sale and is thoroughly acquainted with their condition. Purchaser agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and **CLOSING**. **PURCHASER** shall have the right, after reasonable notice to **SELLER**, to inspect them before **CLOSING**.

ENTIRE AGREEMENT:

22. All prior understandings and agreements between **SELLER** and **PURCHASER** are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that are not set forth in this contract.


CHANGES MUST BE IN WRITING:

23. This contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.


SINGULAR ALSO MEANS PLURAL:


24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

SUBJECT TO RIDER ATTACHED HERETO AND MADE PART HEREOF


PURCHASER

 x
SELLER


PURCHASER


PURCHASER

RIDER TO CONTRACT DATED: OCTOBER 31, 2025
SELLERS : MICHEL
PURCHASERS : ORRIDGE, ALLEN & PEART
PREMISES : 1646 REMSEN AVENUE, BROOKLYN, NY 11236

R 1. PROVIDED THAT SAME DO NOT RENDER TITLE UNINSURABLE. The premises are sold SUBJECT TO:

- (a) any state of facts an accurate survey may show, provided same does not render title uninsurable;
- (b) covenants, restrictions, reservations, utility easements and agreements, if any, of record, insofar as the same may now be in force and/or effect, provided same are not violated by present structure or present use of the premises;
- (c) party wall and party wall agreements, if any;
- (d) possible minor encroachments of less than 12 inches of retaining walls, by windows, copings, cellar doors, sidewalk elevator, fences and fire escapes and variations between record lines and fences and retaining walls, provided that the same does not render title uninsurable;
- (e) rights, if any, acquired by utility companies or cable television companies to maintain and operate lines, cables, poles and distribution boxes, in over and upon the premises.

2. CONDITION OF APPLIANCES: The Seller states furthermore, that, unless specifically excepted, the appliances listed in the contract are currently in working order. Notwithstanding the foregoing representation, in the event any such appliance is not in working order at the time of closing or possession, Seller agrees to give a credit at closing of **\$ 500.00** for each appliance not in working order and Purchaser agrees and accepts such credit, in full satisfaction of Seller's obligation hereunder.

NOTE: Absolutely no representation is made as to any air-conditioners listed. Air-conditioners are to be delivered in their absolute "as-is" condition at time of closing.

R 2a. CONDITION OF PROPERTY: The Seller makes no warranties, guarantees, promises, statements or representations, express or implied, in connection with the subject premises, whether as to the condition of the premises or the quality, kind or condition of the personal property included in this sale **except as otherwise indicated herein**. The Purchaser represents that he has examined and inspected the premises and is thoroughly acquainted with the physical condition and layout of same. The premises and personal property are sold and the Purchaser agrees to accept same in its present condition, to wit: "as is", i.e. in the condition they are in on the date hereof, subject to wear and tear, except that the plumbing, heating and electrical systems will be in working order (faucet drips and similar minor items excepted), and roof free **and basement** of leaks at time of closing. This provision shall not survive delivery of the deed or possession whichever later.

R 3. NOTICE OF EXCEPTIONS: **Delivering a copy of the title report to seller's attorney shall satisfy any notice requirement hereof.** Subject to any pre-closing continuation searches, Purchaser, at least seven (7) days before the date scheduled for closing, shall furnish Seller's Attorney, with any objections or exceptions to title, which may have been returned by the title company or anyone examining title to the premises, and if it appears from such objections or exceptions that time will be required within which to remove the same, then, and in the event, Seller shall have a reasonable adjournment not more than **thirty (30) in the aggregate** days, but not past the expiration of purchaser's mortgage commitment, within which to clear such objections or exceptions. Should seller fail to do so, the purchaser shall have the option to cancel this contract whereupon the down payment will be returned. Seller shall not be required to bring any action or proceeding or incur any expense, **in excess of \$1,500.00** to clear title.

R 4. N/A. R 5. N/A

R 6. ATTORNEYS' AUTHORITY: The respective attorneys for the parties in this contract are authorized to extend any period of time for the performance of any term or condition of this agreement, by either party, provided

same is in writing. The respective parties hereby designate their Attorneys as their agents and as attorneys-in -fact in connection with this contract and grant to them the power and authority to enter into and to execute any extensions, modifications or Amendments to this contract.

R 7. PURCHASER'S DEFAULT: If the Seller is ready, willing and able to convey insurable title in accordance with the provisions of this Agreement and the Purchaser is unwilling to complete the purchase and take title in accordance with this contract , the parties agree that damages are difficult to determine and so as to avoid dispute and uncertainty, damages are hereby fixed as the amount paid by the Purchaser upon execution of this contract. In the event of Purchaser's willful default, the deposit paid by the Purchaser upon execution of this Agreement shall be retained by Seller as liquidated damages and shall not be considered a penalty against the Purchaser.

R 8. LEGAL OCCUPANCY: Seller states that the property being sold may be legally occupied as a TWO (2) family dwelling. This statement shall not be construed to suggest that the building, as presently constituted conforms to the existing stated use, nor shall it be deemed to obligate the Seller to incur any cost or expense, **in excess of \$1,500.00**, to satisfy any municipal requirement in order ~~use or to close any open~~ permits to bring the premises into compliance with the existing Certificate of Occupancy.

In the event that such issues arise and the Seller cannot comply or cure without incurring any cost or expense **in excess of \$1,500.00**, and if the Seller refuses to correct any such deficiencies, the Purchaser shall have the option to (a) either close as is, or to cancel this contract whereupon the contract deposit will be returned. Upon the return of the contract deposit, neither party shall have any claim against the other arising from this transaction.

R 9. NEW MORTGAGE:

(a) This agreement is conditioned upon Purchaser securing, at Purchaser's cost and expense, a firm unconditional commitment for a CONVENTIONAL or FHA insured mortgage loan in the sum of **\$921,575.00** for a period of not less than 30 years, with interest at the prevailing rate at the time of closing.

(b) Purchaser agrees to make a prompt and truthful application to lending institutions and forthwith to sign all papers necessary to process any application therefore, and diligently and in good faith to pursue said application and to comply with all requirements of the lending institution in order to secure said mortgage loan commitment.

(c) Purchaser shall have FORTY-FIVE (45) days from date of contract to secure the above mortgage loan commitment.

(d) In the event Purchaser cannot secure said commitment within the time herein specified, either party shall have the right to cancel this agreement on written notice to the other by notice in writing, addressed to the respective attorney and provided that the purchaser is not in default, the downpayment will be returned. Seller shall have the option, but not the obligation, to extend the Purchaser's time to obtain the requisite commitment. In the event that the seller extends the purchaser's time to obtain the mortgage commitment, the purchaser will continue to diligently and in good faith pursue the mortgage application process.

(e) Purchasers represent **that to the best of their knowledge** they have sufficient cash over the mortgage to close this loan.

(f) Any cancellation of the contract shall be sent by Certified Mail Return Receipt Requested or via overnight delivery such as U.P.S., Fed Ex, DHL etc. and shall become effective on mailing and, upon mailing as aforesaid, this agreement shall be deemed terminated and of no further force or effect and the parties respectively discharged of further obligations hereunder except that provided purchaser has not defaulted in purchaser's obligations under this contract, the seller shall immediately refund to Purchaser the amount paid on account of this contract, upon cancellation pursuant to this paragraph.

(g) In the event that the buyer's mortgage is approved in an amount lower than what is called for by the contract the seller reserves the right to reduce the price by said amount and buyer agrees to close at the lower price.

~~(h) If the purchaser applies for financing with Cardinal Financial Company, the Seller shall not be obligated to make any accommodations including but not limited to closing dates that are required by the lender. Purchaser applies to Cardinal Financial Company at his/her own risk.~~

R 10. SELLER'S OBLIGATION FOR A NEW MORTGAGE: Notwithstanding any other clause to the contrary contained in this agreement Seller shall not be obligated to pay any expense whatsoever for or on behalf of Purchaser in order for the Purchaser to secure the above-described mortgage loan commitment. Seller shall not be obligated to perform or pay for any repairs, upgrades, escrows required by purchaser's lending institution.

R 11. DELIVERY OF POSSESSION: DELIVERY OF POSSESSION: Except as hereinafter otherwise provided, Seller agrees to deliver the premises broom clean and vacant **and free of tenancies** at time of closing.

R 12. TENANCIES: N O N E

R 13. ESCROWED FUNDS: The down payment made by Purchaser under this agreement shall be held in escrow by the Seller's attorney, as Seller's Agent, in an IOLA account maintained at FLAGSTAR BANK, N.A. or CHASE BANK

Escrowee will not be responsible for the loss of any funds being held in escrow which loss results from failure of the above referenced financial institution in which said funds are on deposit. Purchaser, by signing this contract, hereby release and exonerate the seller and seller's attorney for any loss that purchaser may incur in that regard.

It is hereby agreed that if any dispute whatsoever arises regarding funds being held in escrow by the Seller's attorney, (whether original down payment or any post-closing escrow) that the Seller's attorney shall continue to hold said funds in his IOLA account until such time as (1) he has received specific written instructions jointly executed by all interested parties directing him as to the disposition of the escrow funds, or (2) he has been served with a duly entered order from a Court of competent jurisdiction directing the escrowee as to the disposal of the escrow funds. Either party may demand that the escrowed funds be deposited with a Court of competent jurisdiction. Any demand for such deposit shall be made in writing and shall be accompanied by a certified or bank check in the amount of \$500.00, which the parties agree is the reasonable amount to cover the cost of an Index number and RJL and to compensate the escrowee for the time expended in making the appropriate motion to the Court. So long as the escrowee complies with the terms of this paragraph, he shall be free of any and all liability to the parties regarding the escrowed funds and **other than being named a "stakeholder" within the body of the complaint**, shall not be named as a defendant in the caption of any action to obtain the release of said funds. Any party naming the escrowee as a party in the caption of any action shall be liable for any and all costs and fees associated with an appearance in and defense of said action **as well as for any damages, including but not limited to financial damages sustained by escrowee**

It is further agreed that the escrowee may act as the attorney for the Seller in any action involving the Purchaser or this contract.

Anything in this paragraph to the contrary notwithstanding, if any dispute as to the escrowed funds occurs, then Purchaser must commence an action to recover said funds within two months of being notified that the Seller considers the Purchaser to be in default or declaration of an "impasse" by the seller's attorney/escrowee. Said notice of default or declaration of "impasse" shall be given by overnight delivery service (U.P.S., FedEx etc.) Certified Mail Return Receipt Requested or made to purchaser's attorney and shall be deemed given as of the date of mailing. Proof of the commencement of the action must be provided to the escrowee within five (5) days of the expiration of this two month period. Should Purchaser fail to comply with the above, then escrowee is hereby authorized and directed to release any disputed funds to the Seller. Upon said release of the funds, the escrowee shall be free of any liability or responsibility to either party relating to the disposition of the escrowed funds.

Each party waives to the other any pre judgment interest on any judgment obtained from any litigation relating to any escrow funds being held. In the event that the purchaser prevails in any action at law or equity related to any escrow funds, the plaintiff's recovery shall be limited to the funds being held in the IOLA account.

Any return/refund or other release of funds to the purchaser under this contract, shall be made payable to the purchaser's attorney "as attorney" or otherwise as specifically instructed, in writing, by the purchaser's attorney.

R 14. REPRESENTATION AS TO BROKER: Purchaser states and warrants that the real estate broker named in this contract the sole broker who negotiated and brought about this sale on behalf of the purchaser. Purchaser must co-operate with seller in opposing any claim made by another broker.

This provision shall survive delivery of the deed.

R 15 Intentionally omitted

R 16. DELIVERY OF DEED: The acceptance of the deed by Purchaser shall be deemed full compliance by the Seller of all the terms of this contract on the part of the Seller to be performed. None of the provisions of this contract shall survive the delivery of the deed, except as shall be specifically provided, in writing, to survive the closing.

R 17. ADJUSTMENT BASIS: All adjustments and apportionments shall be made on the basis of a thirty (30) day month, regardless of the number of days actually in the month of closing, as of midnight of the day preceding the date of actual closing or possession, whichever occurs last. ~~Adjustments shall include the per diem interest on Purchaser's mortgage from the date after closing to the date of possession.~~

R 18. Intentionally omitted

R 19. CONTRACT ASSIGNMENT: This contract may not be assigned without Seller's written consent and any assignment made without sellers' consent shall be deemed a material breach and default hereunder.

R 20. INABILITY TO CONVEY TITLE: In the event an examination of title, rent or other records shall reveal or reflect a state of facts other than those herein set forth and other than those to which the Purchaser has agreed to take title subject to, the parties agree, that if by reason of the foregoing or any other reason whatsoever, except Seller's willful default, Seller is unable to deliver to Purchaser a good and insurable title in accordance with the provisions of this contract, and subject to the matters set forth herein, Seller shall not be required to bring any action or proceeding or otherwise incur any expense to render the title to the premises insurable, and if Purchaser shall refuse same, Seller may rescind this contract, and upon returning to the Purchaser the sum paid on the signing hereof and the net title company expense for the examination of title to the premises, all further liability on the part of the Seller hereunder shall cease and terminate, and this contract shall be deemed cancelled and of no further force and effect, and the Seller is not to be liable for any other costs of damages whatsoever.

R 21. COST OF REMOVAL OF VIOLATIONS: Violations in any County, City or Federal Agency or department which the Seller is required to remove hereunder, shall not be an objection to title, provided Seller shall deposit with his attorney or with the Purchaser's title company, a sum sufficient to perform the work and provide the materials necessary to remove such violation of record within ninety (90) days from the date of closing of title, and provided further that the Purchaser's lending institution (if this Contract is subject to Purchaser's securing a mortgage loan commitment) will close the mortgage loan with Purchaser. Seller reserves the right to refuse to make such a deposit should the estimated cost of such repairs in the sole opinion of the Seller exceed the sum of **\$1,500.00**, in the aggregate for removing all violations, in which event the Purchaser may take title to the premises subject to said violations without any abatement in the purchase price, and receive an allowance of **\$1,500.00** or reject title. If title is rejected by Purchaser, the sole obligation of the Seller shall be limited to the return of the deposit made by Purchaser under this contract, together with the net cost of a title search and of a survey, if made.

R 22. RIGHT TO INSPECT: (a) The Purchaser has been afforded an opportunity prior to the execution of this agreement to conduct a structural engineering inspection or environmental survey of the premises and to make tests and take samplings of, in, and around the premises and its environs for the purpose of discovering any toxins, contaminants and/or pollutants identified in any Environmental Law or Regulation which would adversely affect the use and occupancy of the premises. If the purchaser conducted a structural engineering inspection of the premises or an environmental survey of the premises, the Purchaser is proceeding in this transaction subject to the findings of the said structural engineering inspection or environmental survey. If the Purchaser did not conduct a structural engineering inspection of the premises or an environmental survey of the premises, the Purchaser is proceeding in this transaction subject to any condition which would have been discovered through such structural engineering

inspection or environmental survey. The Purchaser **represents** that in proceeding hereunder the Purchaser is not relying on any representation or statement with regard to the condition of the premises or environmental matters made by, or on behalf of, the Seller, Broker, Seller's attorney, or Purchaser's attorney in this transaction. In the event that this acquisition is financed by a lending institution and the Purchaser's mortgage loan, if any, will not be extended the mortgagee without a clean up or removal of any toxin, contaminate or pollutant for the premises, Purchaser may terminate this contract and receive a refund of the contract deposit; the Seller, however, reserves the right to comply with the mortgagee's requirements and thus avoid such termination of this contract.

(b) Within forty-eight (48) hours of the time fixed for the closing, Seller shall permit Purchaser access to the premises to make an inspection. Said inspection shall be made at reasonable hours and only by prior appointment.

(c) No representation on the part of the Seller herein shall be enforceable against the seller following the closing unless such representation is specifically made to survive delivery of the deed herein.

R 23. NOTICES: All notices under this contract shall be given to the attorneys for the respective parties. Only notices of default or notices to the escrowee in his capacity as escrowee, need be sent via certified mail return receipt requested or via FEDEX or U.P.S. overnight.

R 24. ENTIRE CONTRACT: This agreement constitutes the entire contract between the Seller and the Purchaser, and the Seller shall not be liable in any manner by express or implied warranties, guarantees, promises, statements, representations or information, pertaining to the premises made or furnished by any real estate broker, agent or other person representing the Seller, unless specifically set forth in this contract.

R 25. TITLE INSURANCE: A title policy insuring that in the case of encroachments, the buildings, or the portions thereof which encroach, may remain undisturbed as long as they stand, and in the case of easements, covenants, restrictions and agreements of record, they are not violated by the improvements on the property or its use, shall be deemed an acceptable title policy, provided further that Purchaser's lending institution, if applicable, will close the mortgage loan with Purchaser, and shall not constitute an objection to title and shall not give the Purchaser a right to reject title by reason thereof.

R 26. DEPOSIT CHECK: In the event that the deposit check under this contract is returned to the Seller, or to the Seller's attorney, as escrowee, for "Insufficient Funds", or by reason of "Uncollected Funds", or as otherwise dishonored, then and in such event, this contract shall be deemed of no further force and effect and cancelled. If Seller agrees to reinstate the contract by permitting Purchaser to make a deposit in the same amount as the original deposit by a certified, bank teller's or cashier's check, then and in such event, Purchaser shall also pay to the Seller's attorney the sum of \$150.00 to defray the cost of bank charges, bookkeeping and correspondence to reinstate this contract.

R 27. CLOSING OUTSIDE OF COUNTY: Unless the subject premises of this sale are located in Manhattan, it is expressly understood and agreed that the closing of title shall take place in Kings, Queens or Nassau counties and in NO EVENT in the borough of Manhattan. If this sale is contingent upon purchaser obtaining any financing, it is the purchaser's responsibility to insure that the lender or its attorneys do not require a Manhattan closing. In the event that the purchaser or its lender requires a closing of title in the Borough of Manhattan, the Purchaser shall pay to the Seller's attorney an additional sum of \$750.00 for such attendance. In the event that the lender's attorney travels outside of the attorney's to close and the closing is not held in his own office then in that event it will be in the seller's attorney's office.

R 28. CONTRACT SIGNED BY MAIL OR PERSONAL DELIVERY: In the event that this contract is mailed to or delivered by messenger to the Purchaser or Purchaser's attorney, it shall not be deemed in force against the Seller or the Purchaser, until such time as this contract is duly approved and signed by the Purchaser and by the Seller and a fully executed counterpart delivered to the Purchaser and Seller or to their respective attorneys. It is agreed and understood that this Contract has not yet been reviewed by the Seller. That this Contract is being forwarded in its present form as an accommodation to the Purchaser and is subject to the final review and

acceptance by the Seller. No "meeting of the minds" between Purchaser and Seller will be deemed to have been reached until such time as fully executed contracts have been delivered to the Purchaser or Purchaser's attorney. Seller has the absolute right to negotiate with and to contract with another purchaser and enter into such contract until such time as this contract, fully executed, has been returned to purchaser.

R 29. MARGIN HEADINGS: The margin headings are intended only for convenience in finding the subject matter and do not constitute part of the text of this contract.

R 30. RIDER CONTROLS: If any provision of this Rider shall be in conflict with any printed provision of his contract, the provision of this Rider shall control.

R 31. Intentionally omitted

R 32. PROHIBITION AGAINST FILING A NOTICE OF PENDENCY OR OTHER NOTICES: Purchaser states and warrants that, unless it is in conjunction with an Action for Specific Performance seeking title to the property pursuant to the terms of this contract, neither purchaser nor anyone acting on purchaser's behalf will file Notice of Pendency of Action (Lis Pendens), or a UCC-1 filing or a "memorandum of contract" or any other filing which would prejudice the seller's right or ability to sell the property to another.

Any filing or attempted filing of such, by the Purchaser or anyone acting on Purchaser's behalf, shall **BE VOID AND OF NO LEGAL EFFECT WHATSOEVER**, and any such filing or attempted filing shall constitute an irreversible default and material breach of the contract by Purchaser resulting in the forfeiture of the deposit made on the signing of this contract.

Purchaser shall, in recordable form, disavow and cancel any such filing which purchaser claims was done without purchaser's knowledge or consent. Purchaser states and warrants to any other prospective purchaser that any filing in contravention of this paragraph is void and of no legal consequence nor shall it be effective against or prejudice any other party who takes title to the property and shall indemnify and hold such other purchaser harmless from any claims, damages, costs, losses and expenses arising from such filing.

R 33. PAYMENT AT CLOSING: The payment due at closing must be made by certified or official teller's check payable directly to Seller or Seller's designee. Uncertified check or checks payable to Purchaser or another party and endorsed to Seller will not be accepted and tender of same will not constitute compliance by Purchaser of their obligations hereunder. At seller's option, seller may demand that payment be made by electronic funds transfer.

R.34. LEAD-BASED PAINT TESTING CONTINGENCY: This contract is contingent upon a risk assessment or inspection of the property to the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9:00 P.M. within TEN (10) days of the date of this contract. This contingency will terminate at the above predetermined deadline unless the Purchaser, or Purchaser's agent delivers to the Seller or Seller's Attorney a written contract 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 the Seller's option, within FIVE (5) days after the 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 the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have FIVE (5) 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.

The Purchaser acknowledges that under Section 17-103 of the Energy Law of The State of New York (commonly known as the Truth in Heating Law) Purchaser has the right to a summary of the heating and/or cooling bills or a complete set of such bills. The Purchaser hereby waives this right to copies of such bills or a summary of such bills.

R. 35. The fully executed Contract of Sale in this matter may be transmitted electronically in the form of a PDF document with said PDF document being deemed an original document with original signatures, but only if said PDF document is transmitted by the office of the attorney for either of the parties hereto. Said transmission shall satisfy the Contract delivery provisions of the Contract of Sale and shall be fully binding on the parties hereto.

This Contract may be executed by the parties individually in several separate counterparts, each of which shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute one and the same instrument

R 36 .The Premises are sold and shall be conveyed subject to those matters set forth in the Printed Form 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.

A. 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.

B. 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 UNINSURABLE, (ii) such state of facts doesn't interfere with the buildings presently located on the Premises or their use as a two-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.

R 37. 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

R 38. 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.

R 39. 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.

R 40. 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.

R 41. Seller represents that Seller has no knowledge of any pending or threatened zoning, planning or other hearing or proceeding, investigation or litigation in connection with the Premises and property, nor has the Seller received any notice of claimed violation of any zoning, planning, or wetlands regulation by any public agency affecting the Premises or property of any adjoining landowner. Seller agrees to promptly advise the Purchaser of any such hearing or proceeding, notice investigation or litigation in connection with an event or occurrence affecting the Premises and property or the premises and property of an adjoining landowner of which Seller becomes aware. Additionally, Seller represents that he has received no notice of claim of liability or potential liability with respect to the Premises and property by a public agency or by an adjoining landowner.

R 42. In the event a Purchaser dies or becomes incapacitated prior to Closing, Purchaser may proceed or terminate this transaction within 48 hours of such death or incapacitation.

R 43. 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.

R 44. Seller represents that to the best of Sellers knowledge that there are currently, and have not been in the past twenty four months no bed bugs in the property.

R 45. 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"); and Seller will deliver to Purchaser a certificate stating that Seller is not a foreign person, which certificate shall be in the form then required by 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 none (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.

R 46. Seller represents that 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.

R 47. The Seller and Purchaser shall comply with the Internal Revenue Code reporting requirements.

Signatures on next page following

D. Adge
PURCHASER

(X) [Signature]
SELLER

B. Allen
PURCHASER

[Signature]
PURCHASER



Department of State Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: (518) 474-4429
<https://dos.ny.gov>

Property Condition Disclosure Statement

Name of Seller or Sellers: YVES MICHEL

Property Address: 1646 REMSEN AVENUE, BROOKLYN, NY

General Instructions:

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy of thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

Purpose of Statement:

This is a statement of certain conditions and information concerning the property known to the seller. This Disclosure Statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

Instruction to the Seller:

- Answer all questions based upon your actual knowledge.
- Attach additional pages with your signature if additional space is required.
- Complete this form yourself.
- If some items do not apply to your property, check "NA" (Non-applicable). If you do not know the answer check "Unkn" (Unknown).

Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorized his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

GENERAL INFORMATION

- How long have you owned the property? 2010
- How long have you occupied the property? SINCE 2010
- What is the age of the structure or structures? 1958
Note to buyer – If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.
- Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? Yes No Unkn NA
- Does anybody else claim to own any part of your property? *If yes, explain below* Yes No Unkn NA

- Has anyone denied you access to the property or made a formal legal claim challenging your title to the property? *If yes, explain below* Yes No Unkn NA

Property Condition Disclosure Statement

7. Are there any features of the property shared in common with adjoining landowners or a homeowner's association, such as walls, fences or driveways? *If yes, describe below* Yes No Unkn NA

8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? *If yes, describe below* Yes No Unkn NA

9. Are there certificates of occupancy related to the property? *If no, explain below* Yes No Unkn NA

ENVIRONMENTAL

Note to Seller:

In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products or other material that could pose short or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners, pool chemicals and products containing mercury and lead and indoor mold.

Note to Buyer:

If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a Federal Emergency Management Agency (FEMA) designated floodplain? *If yes, explain below* Yes No Unkn NA

11. Is any or all of the property located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain") according to the Federal Emergency Management Agency's (FEMA's) current flood insurance rate maps for your area? *If yes, explain below*..... Yes No Unkn NA

12. Is any or all of the property located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current flood insurance rate maps for your area? *If yes, explain below*..... Yes No Unkn NA

13. Is the property subject to any requirement under federal law to obtain and maintain flood insurance on the property? *If yes, explain below*..... Yes No Unkn NA
- Homes in the Special Flood Hazard Area, also known as High Risk Flood Zones, on FEMA's flood insurance rate maps with mortgages from federally regulated or insured lenders are required to obtain and maintain flood insurance. Even when not required, FEMA encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s). Also note that homes in coastal areas may be subject to increased risk of flooding over time due to projected sea level rise and increased extreme storms caused by climate change which may not be reflected in current flood insurance rate maps.
- _____

Property Condition Disclosure Statement

14. Have you ever received assistance, or are you aware of any previous owners receiving assistance, from the Federal Emergency Management Agency (FEMA), the U.S. Small Business Administration (SBA), or any other federal disaster flood assistance for flood damage to the property? *If yes, explain below*..... Yes No Unkn NA
- For properties that have received federal disaster assistance, the requirement to obtain flood insurance passes down to all future owners. Failure to obtain and maintain flood insurance can result in an individual being ineligible for future assistance.
- _____
- _____
15. Is there flood insurance on the property? *If yes, attach a copy of the policy*..... Yes No Unkn NA
- A standard homeowner's insurance policy typically does not cover flood damage. You are encouraged to examine your policy to determine whether you are covered.
16. Is there a FEMA elevation certificate available for the property?
If yes, attach a copy of the certificate..... Yes No Unkn NA
- An elevation certificate is a FEMA form, completed by a licensed surveyor or engineer. The form provides critical information about the flood risk of the property and is used by flood insurance providers under the National Flood Insurance Program (NFIP) to help determine the appropriate flood insurance rating for the property. A buyer may be able to use the elevation certificate from a previous owner for their flood insurance policy.
17. Have you ever filed a claim for flood damage to the property with any insurance provider, including the National Flood Insurance Program (NFIP)? *If yes, explain below*..... Yes No Unkn NA
- _____
- _____
18. Is any or all of the property located in a designated wetland? *If yes, explain below* Yes No Unkn NA
- _____
- _____
19. Is the property located in an agricultural district? *If yes, explain below* Yes No Unkn NA
- _____
- _____
20. Was the property ever the site of a landfill? *If yes, explain below* Yes No Unkn NA
- _____
- _____
21. Are there or have there ever been fuel storage tanks above or below the ground on the property?
• If yes, are they currently in use? Yes No Unkn NA
 Yes No Unkn NA
- Location(s) _____
- Are they leaking or have they ever leaked? *If yes, explain below* Yes No Unkn NA
- _____
- _____
22. Is there asbestos in the structure? *If yes, state location or locations below* Yes No Unkn NA
- _____
- _____
23. Is lead plumbing present? *If yes, state location or locations below* Yes No Unkn NA
- _____
- _____
24. Has a radon test been done? *If yes, attach a copy of the report* Yes No Unkn NA
- _____
- _____

Property Condition Disclosure Statement

25. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? *If yes, describe below* Yes No Unkn NA

26. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance? *If yes, attach report(s)* Yes No Unkn NA

27. Has the property been tested for indoor mold? *If yes, attach a copy of the report*..... Yes No Unkn

STRUCTURAL

28. Is there any rot or water damage to the structure or structures? *If yes, explain below* Yes No Unkn NA

29. Is there any fire or smoke damage to the structure or structures? *If yes, explain below* Yes No Unkn NA

30. Is there any termite, insect, rodent or pest infestation or damage? *If yes, explain below* Yes No Unkn NA

31. Has the property been tested for termite, insect, rodent or pest infestation or damage? *If yes, please attach report(s)* Yes No Unkn NA

32. What is the type of roof/roof covering (slate, asphalt, other)? ASPHALT SHINGLES

• Any known material defects? NO

• How old is the roof? UNKNOWN

• Is there a transferable warranty on the roof in effect now? *If yes, explain below* Yes No Unkn NA

33. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions? *If yes, explain below* Yes No Unkn NA

MECHANICAL SYSTEMS AND SERVICES

34. What is the water source? (Check all that apply) Well Private Municipal

• If municipal, is it metered? Other: _____
 Yes No Unkn NA

Property Condition Disclosure Statement

35. Has the water quality and/or flow rate been tested? *If yes, describe below* Yes No Unkn NA

36. What is the type of sewage system? (*Check all that apply*) Public sewer Private sewer
 Septic Cesspool

- If septic or cesspool, age? _____
- Date last pumped? _____
- Frequency of pumping? _____
- Any known material defects? *If yes, explain below* (More information on "septic system operation and maintenance" can be found on the NYS Department of Health website in the informational health pamphlet made available by the Department of Health pursuant to section 396-s of NYS general business law.) Yes No Unkn NA

37. Who is your electric service provider? CON ESDISON

- What is the amperage? 100

- Does it have circuit breakers or fuses? CIRCUIT BREAKERS

- Private or public poles? NO

- Any known material defects? *If yes, explain below* Yes No Unkn NA

38. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? *If yes, state locations and explain below* Yes No Unkn NA

39. Has the structure(s) experienced any water penetration or damage due to seepage or a natural flood event, such as from heavy rainfall, coastal storm surge, tidal inundation or river overflow? *If yes, explain below* Yes No Unkn NA

Property Condition Disclosure Statement

Are there any known material defects in any of the following? *If yes, explain below. Use additional sheets if necessary.*

- 40. Plumbing system? Yes No Unkn NA
- 41. Security system? Yes No Unkn NA
- 42. Carbon monoxide detector? Yes No Unkn NA
- 43. Smoke detector? Yes No Unkn NA
- 44. Fire sprinkler system? Yes No Unkn NA
- 45. Sump pump? Yes No Unkn NA
- 46. Foundation/slab? Yes No Unkn NA
- 47. Interior walls/ceilings? Yes No Unkn NA
- 48. Exterior walls or siding? Yes No Unkn NA
- 49. Floors? Yes No Unkn NA
- 50. Chimney/fireplace or stove? Yes No Unkn NA
- 51. Patio/deck? Yes No Unkn NA
- 52. Driveway? Yes No Unkn NA
- 53. Air conditioner? Yes No Unkn NA
- 54. Heating system? Yes No Unkn NA
- 55. Hot water heater? Yes No Unkn NA

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56. The property is located in the following school district _____

Note: Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and FEMA's current flood insurance rate maps and elevation certificates).

The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.

Property Condition Disclosure Statement

SELLER'S CERTIFICATION:

Seller certifies that the information in this Property Condition Disclosure Statement is true and complete to the seller's actual knowledge as of the date signed by the seller. If a seller of residential real property acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement provided previously, the seller shall deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, shall a seller be required to provide a revised Property Condition Disclosure Statement after the transfer of title from the seller to the buyer or occupancy by the buyer, whichever is earlier.

Seller's Signature

X 

Date

10/30/25

Seller's Signature

X


Date

BUYER'S ACKNOWLEDGMENT:

Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

Buyer's Signature

X



Date

10/27/25

Buyer's Signature

X



Date

10/27/25