Jointly prepared by the Real Property Section of the New York State Bar Association, the New York State Land Title Association, the Committee on Real Property Law of the Association of the Bar of the City of New York and the Committee on Real Property Law of the New York County Lawyers' Association

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").

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 31, 2025 **BETWEEN**

319 Grove Ave Patchogue LLC
Address: 360 Motor Parkway, Suite 200A, Hauppauge, NY 11788
Social Security Number/Fed. I.D. No.(s): hereinafter called "Seller" and

Faymarie Rutland
Address: 3605 Glenwood Road, Brooklyn, NY 11210
Social Security Number/Fed. I.D. No.(s): hereinafter called "Purchaser"

The parties hereby agree as follows:

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

Street Address: 655 East 85th Street, Brooklyn NY 11236
Tax Map Designation: 7990-19

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 (*strike out inapplicable items).*

Excluded from this sale are furniture and household furnishings and

3. Purchase Price. The purchase price is $905,000.00 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"): $100,100.00

(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: $804,900.00

~~**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 that 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 then 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 is to 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 therefore, 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 a segregated bank account at: Citibank address 502 Old Country Rd, Garden City, NY 11530 until Closing or sooner termination of this contract shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall hold the Downpayment in a(n) 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, non-appealable 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 advise 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 $ 50.00 ; and

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

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

(a) The obligation of Purchaser to purchase under this contract is conditioned upon issuance, on or before 30 days after a fully executed copy of this contract is given to Purchaser or Purchaser's attorney in the manner set forth in paragraph 25 or subparagraph 8(j) (the "Commitment Date"), of a written commitment from an Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of $ 809,900.00 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 an Institutional Lender on or before the Commitment Date, then, unless Purchaser has accepted a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 8(a), Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, provided that such Notice includes the name and address of the Institutional Lender(s) to whom application was made and that Purchaser has complied with all its obligations under this paragraph 8.

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

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

(h) If Seller has not received a copy of a commitment from an Institutional Lender accepted by Purchaser by the Commitment Date, Seller may cancel this contract by giving Notice to Purchaser 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 Downpayment shall be promptly refunded to Purchaser (provided Purchaser has complied with all its obligations under this paragraph 8) and except as set forth in paragraph 27.

(i) For purposes of this contract, the term "Institutional Lender" shall mean any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this state, the United States or any other state, foreign banking corporation licensed by the Superintendent of Banks of New York or regulated by the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans.

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

9. Permitted Exceptions. The Premises are sold and shall be conveyed subject to:

(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; that are less than 1 foot.

(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~~ of closing by any governmental department having authority as to lands, housing, buildings, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters.

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

11. Seller's Representations.

(a) Seller represents and warrants to Purchaser that:

I. The Premises abut or have a right of access to a public road;

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

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

IV. The Premises are not affected by any exemptions or abatements of taxes; and

V. Seller has been known by no other name for the past ten years, except: 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.

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 conditions, 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 licensed title company 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 this contract.

14. Closing, Deed and Title.

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

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

15. Closing Date and Place. Closing shall take place at the office of Stein, Wiener & Roth at 10 o'clock on or about December 8, 2205 or upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of counsel for purchaser's lender however seller may close by mail.

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 two 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 I.R.S. 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 10% 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. Seller to pay NYS and NYC transfer tax.

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.

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 that five business dates after Closing, provided the 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. of Purchaser's choice.

(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 the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

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

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

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

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

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

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

26. No Assignment. This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported 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 broker in connection with this sale other than Island Advantage Realty LLC and The Gonzalez Proerty Group LLC ("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 attorney's 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 understanding, 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 or any provisions hereof.

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

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

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

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

(i) If applicable, the complete and fully executed disclosure of information on lead-based paint and/or lead-based paint hazards is attached hereto and made a part hereof.

Continued on Rider attached hereto. *(Delete if inapplicable)*

In Witness Whereof, **this contract has been duly executed by the parties hereto.**

319 Grove Ave Patchogue LLC
By: Todd Yovino, Member

Seller

Seller

Attorney for Seller: Robert Sambursky Esq,
Stein, Wiener & Roth, LLP
Address: 1400 Old Country Road, Suite 315, Westbury NY 11590
Tel.: 516-742-1212; rsambursky@hhstein.com Fax:

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

Faymarie Rutland

Purchaser

Purchaser

Attorney for Purchaser: Peter Zinkovetsky, Esq/

Address: 505 Park Avenue, Suite 202, New York, NY 10022
Tel.: 212-729-4090 Fax:

Robert Sambursky
Escrowee

Contract of Sale

TITLE NO.

319 Grove Ave Patchogue LLC

TO

Faymarie Rutland

PREMISES
655 East 8th Street

Sheet	
Section	
Block	7990
Lot	19
Plate	
County or Town	
Street Number	

NOTES ON MORTGAGE COMMITMENT CONTINGENCY CLAUSE
for
RESIDENTIAL CONTRACT OF SALE

1. **WARNING:** The mortgage Commitment contingency clause for the Residential Contract of Sale is a bar association form that attempts to provide a mechanism that makes the rights and obligations of the parties clear in sale of residences in ordinary circumstances. It should be reviewed carefully by Seller and Purchaser and their attorneys in each and every transaction to make sure that all the provisions are appropriate for that transaction. Negotiated modifications should be made whenever necessary.
2. Under the clause, the obligation of Purchaser to purchase under the contract of sale is contingent on Purchaser's obtaining a mortgage Commitment letter from an Institutional Lender within the number of days specified for the amount specified. This refers to calendar days. Seller's attorney should state his/her calculation of the Commitment Date in the letter delivering the executed contract to Purchaser's attorney, to prevent confusion later. Purchaser should promptly confirm or correct that date. In applying for a loan, Purchaser should inform its lender of the scheduled date of Closing in the contract and request that the expiration date of the Commitment occur after the scheduled dated of Closing. Purchaser must comply with deadlines and pursue the application in good faith. The Commitment contingency is satisfied by issuance of a Commitment in the amount specified on or before the Commitment Date, unless the Commitment is conditioned on approval of an appraisal. If the Commitment is conditioned on approval of an appraisal and such approval does not occur prior to the Commitment Date, Purchaser should either cancel the contract or obtain an extension of the Commitment Date. If the Commitment is later withdrawn or not honored, Purchaser runs the risk of being in default under the contract of sale with Seller.
3. If there are loan terms and conditions that are required or would not be acceptable to Purchaser, such as the interest rate, term of the loan, points, fees or a condition requiring sale of the current home, those terms and conditions should be specified in a rider.
4. This clause assumes that initial review and approval of Purchaser's credit will occur before the Commitment letter is issued. Purchaser should confirm with the lender that this is the case before applying for the Commitment.
5. If, as has been common, the Commitment letter itself is conditioned on sale of Purchaser's home or payment of any outstanding debt or no material adverse change in Purchaser's financial condition, such a Commitment will satisfy the contract contingency nonetheless, and Purchaser will take the risk of fulfilling those Commitment conditions, including forfeiture of the Downpayment if Purchaser defaults on its obligation to close. Under New York case law, a defaulting Purchaser may not recover any part of the Downpayment, and Seller does not have to prove any damages. If Purchaser is not willing to take that risk, the clause must be modified accordingly.
6. Purchaser may submit an application to registered Mortgage Broker instead of applying directly to an Institutional Lender.
7. This clause allows Seller to cancel if a Commitment is not accepted by Purchaser by the Commitment Date, unless Purchaser timely supplies a copy of the Commitment, to allow Seller the option to avoid having to wait until the scheduled date of Closing to see if Purchaser will be able to close. Seller may prefer to cancel rather than to wait and settle for forfeiture of the Downpayment if Purchaser defaults. Because of Seller's right to cancel, Purchaser may not waive this contingency clause. This clause means that Purchaser is subject to cancellation by Seller even if Purchaser is willing to risk that he/she will obtain the Commitment after the Commitment Date. Some Purchasers may not want to be subject to such cancellation by Seller.
8. Purchaser may want to add to paragraph 21(c) that Purchaser's reimbursement should include non-refundable financing and inspection expenses of Purchaser, which should be refunded by Seller if Seller willfully defaults under the contract of sale (alternative: If Seller is unable to transfer title under the contract of sale).

9-25-00
Joint Committee on the Mortgage Contingency Clause:
Real Property Section of the New York State Bar Association
Real Property Law Committee of the Association of the Bar of the City of New York
Real Property Committee of the New York County Lawyers Association

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Seller's Rider to the Contract of Sale

Contract Date: October 31, **2025**
Seller: **319 Grove Ave Patchogue LLC**
Purchaser: **Faymarie Rutland**
Premises: **655 East 85th Street, Brooklyn, NY 11236**

(29) Intentionally Deleted:.

(30) No Other Contingencies: This contract is not contingent upon the sale of the Purchasers' residence or any of the Purchasers' other assets, ~~or upon the appraisal of the premises at the sales price or higher.~~ A mortgage commitment shall be considered firm and unconditional even though it contains a condition requiring the sale of the Purchaser's home, or other assets, prior to the closing herein, ~~or if it does not appraise for at least the sales price. In the event that the Premises fails to appraise for at least the sales price, Purchaser agrees that it shall be bound to whatever terms and to borrow whatever sums, if any, its Lender shall be willing to provide, and shall at closing pay the balance of the purchase price due, without a reduction in the purchase price. The Purchasers understand that this paragraph is material and that the Sellers would not have entered into this contract unless this paragraph was included in this contract.~~ Purchasers represent that they have the necessary required liquid assets to complete this transaction consistent with the closing date herein.

(31) Jury Trial: The parties do hereby agree that they waive the right to a jury trial in connection with any action arising out of this agreement including any counterclaim, cross claim or third party claim.

(32) Checks: (1) In the event that the Purchasers' down payment check is returned by their bank and not paid, then the Sellers, in addition to any other legal remedies they may have, may cancel this contract, and have no further liability to the Purchasers herein. (2) Upon reasonable advance notice to the Purchasers' attorney, the Purchasers shall provide such checks at the closing for the Sellers's benefit, as may be reasonably required by the Sellers. (3) NO ENDORSED CHECKS ARE PERMITTED AT CLOSING. ALL CHECKS MUST BE PAID DIRECTLY TO SELLER UNLESS PURCHASER'S ATTORNEY IS NOTIFIED TO THE CONTRARY.

(33) Other Provisions: (a) No consideration is deemed to be part of the personal property included with the premises herein, and that any personal property has no value apart therefrom.
(b) If the premises are located in Suffolk County, then the real estate tax adjustment shall be based upon the lien year.
(c) If any lighting fixtures are excluded as shown in the personal property clause of this contract, then they shall be replaced with a builder type fixture.
(d) Purchasers represent that there are no judgments, Federal or State Tax liens against them and that they have never filed for any type of bankruptcy or insolvency protection.
(e) Seller shall not be obligated to expend monies in excess of $2,000.00 in order to cure any defects under paragraphs 10 or 16(b) of the contract. In the event that the cost exceeds the

$2,000.00 limit and Seller elects not to remedy, purchasers shall have the right to either proceed with the closing or elect to terminate the contract with a full return of the contract deposit.
(e) If this contract has been executed by mail, then the time for the Purchasers to act under this contract shall begin to run on the date that Purchasers' attorney receives a fully executed copy of this contract.
(f) This contract shall not be recorded by Purchasers and any recordation or attempted recordation by Purchasers hereof shall be void and shall constitute a default by Purchasers hereunder.

(34) Condition of Property. Purchaser represents that they have inspected the Premises and Purchaser agrees to accept the same "as is" and in its present physical order and condition (reasonable wear and tear and natural deterioration between contract and closing excepted) and without any claim or allowance whatsoever by reason of said physical order and condition. This Contract, as written, contains all the terms of the agreement entered into between the parties, and Purchaser acknowledges that Seller has made no representation, and held out no inducements to Purchaser, other than those herein expressed, and Seller is not liable or bound in any manner by expressed or implied warranties, guarantees, promises, statements, representations, or information any verbal or written statements, representations, real estate broker's set-ups or information pertaining to the Premises by any real estate broker, agent, employee, servant or other person as to the physical condition, income, expense, operation, or to what use the Premises can be applied, including but not limited to any matter or thing affecting or relating to the Premises except as herein specifically set forth. Seller is not obligated to install or replace any equipment or appliance in the Premises or otherwise make any repairs, improvements or decorations in the Premises or its equipment, appliances and fixtures except as set forth herein.

Purchaser acknowledges that the floors, doors, walls, ceilings and other surfaces at the Premises are being sold in their "as is" condition and Purchaser agrees that Seller shall not be obligated to repaint or refinish any surfaces in the Premises.

Purchaser agrees that there shall be no obligation on the part of Seller to restore, alter or repair the Premises in any way. Seller is not obligated to install any personalty or, make any improvements or repairs to the Premises except as set forth herein. Unless otherwise provided herein, no representations or warranties of Seller shall survive delivery of the Deed hereunder unless specifically set forth herein

Purchasers acknowledge that the appliances and systems in the Premises are not new, and that their working order is only to be that of appliances and systems of similar type and age which have experienced regular, normal use since installation. Seller does not warrant or guarantee the continued performance of any of the appliances and systems for any period after Closing.

(35) Certificate of Occupancy/Variances/Zoning Seller represents that the premises as they exist constitute a legal two-family dwelling. Seller will deliver a Certificate of Occupancy or Completion for all existing structures at closing if required by the municipality in which the property is located, unless premises was built before requirements for same, except Seller shall be under no obligation whatsoever to obtain a Certificate of Occupancy or Certificate of Completion for any deck(s), shed(s), awning(s) or patio cover(s), bay windows, fence, overhang(s), wood burning stove(s), fireplace(s), finished basements and/or basement bathrooms

or kitchens, or pool(s) if any. In the event the lack of a Certificate of Completion for the aforesaid items shall become an impediment to the lender closing, then in that event, the Seller, at the Seller's sole expense shall remove said structure without any reduction in the purchase price. In the event the Municipality requires an updated survey before they will issue any Certificate required by this contract, Purchaser must furnish an updated survey satisfactory to the Municipality at its own cost and expense. Anything herein to the contrary notwithstanding, Seller shall not be required to bring any variances, special exceptions or change of zoning or similar proceedings of any kind as same may be necessary to secure any of said Certificates. If the filing of the aforementioned proceedings are not required and if Seller can obtain the required Certificates by merely filing the required plans or having the necessary building, plumbing or electrical inspections complete, then Seller shall be obligated to obtain said Certificate if cost to obtain is less than One Thousand Dollars ($1,000.00).~~Seller shall not be obligated to cure any sidewalk violations or to close any permits for remedying same.~~

(36) Lead Inspections: Sellers cannot state to a maximum certainty that a lead-based substance might have been used on the premises. Purchasers acknowledge receipt of the Environmental Protection Agency pamphlet called Protect your Family from Lead in Your Home." Purchasers may at their own expense have 10 days from the date of this agreement to inspect or have a risk assessment conducted by a certified company for the purpose of determining lead-based substance on the premises. In the event lead-based substance is found, a copy of the results of the inspection and/or risk assessment shall be provided to the Seller's Attorney within 15 days from the date hereof. Upon receipt and review of said report by the Seller's Attorney, the Seller may do one of the following: a) take such measures as allowed by law to abate such condition in which event the Purchaser agrees to continue with the contract; b) terminate contract by refunding the sums paid hereunder to the Purchaser (limited to the down payment herein); or c) Seller and Purchaser shall mutually determine the term under which sale will or will not proceed.

(37) No Recording: The Purchaser hereby agrees that it shall not record this contract or any memorandum hereof. If the Purchaser shall violate the provisions of the preceding sentence, this agreement, at Seller's option, shall become null and void, and all of the rights of the Purchaser hereunder shall thereupon cease and terminate. The Seller shall have the right to retain the Contract deposit, as and for liquidated damages pursuant to the provisions hereof.

(38) Form 1099-S. At closing, the parties shall execute any and all documentation required in connection with the filing of Form 1099-S pursuant to Section 6045(c) of the Internal Revenue Code of 1986, as amended, and Purchaser and Seller elect Purchaser's counsel to file same with the Internal Revenue Service.

(39) Notices. Extension of time under this Contract may be entered into between the attorneys for the parties herein and said extensions shall be binding. Supplementing the provisions of Paragraph 24, copies of all Notices shall be likewise sent as follows:

To Seller: Robert Sambursky, Esq.
Stein, Wiener & Roth, LLP
1400 Old Country Rd., Suite 315
Westbury, NY 11590
Tel (516) 742-1212 Email: rsambursky@hhstein.com

To Purchaser: Peter Zinkovetsky, Esq.
505 Park Avenue, Suite 202
New York, NY 10022
Tel Phone #: (212)729-4090
Email: Peter@avenuelawfirm.com
Lisa@avenuelawfirm.com

(40) Escrow Depository: Escrowee shall not be liable for the amount of interest earned or collected on the Downpayment, if any, or for any losses resulting from the failure of the depository.

(41) Tax Grievance Assignment. In the event there is a tax grievance pending at the time of closing, the Purchaser agrees to assume and accept an assignment from the Seller of any contract for such grievance services. The Purchaser shall be responsible for the payment of any fees, charges, expenses, and costs of such grievance services and will execute such documents as may be required to implement the same. The Purchaser shall receive any refund resulting from a successful tax grievance. This paragraph shall survive the closing.

(42) Counterparts, Facsimile and PDF Signatures. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract when signed by a party and delivered to the other party by fax or other electronic means, shall be deemed a document containing the original signature of the transmitting party and shall be fully enforceable against the transmitting party.

(43) Rider Controlling. In the event of any inconsistency between the provisions of this Rider and those contained in the Contract to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

319 Grove Ave Patchogue LLC, Seller

By: Todd Yovino, Member

Faymarie Rutland, Purchaser

NEW YORK STATE | 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: 319 Grove Ave Patchogue LLC

Property Address: 655 East 85th Street, 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:

a. Answer all questions based upon your actual knowledge.
b. Attach additional pages with your signature if additional space is required.
c. Complete this form yourself.
d. 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

1. How long have you owned the property? ..... 35 days
2. How long have you occupied the property? ..... never
3. What is the age of the structure or structures? 1970
   Note to buyer – If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint.
4. 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
5. Does anybody else claim to own any part of your property? *If yes, explain below* ..... ☐ Yes ☒ No ☐ Unkn ☐ NA

   _____

   _____
6. 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

   _____

   _____

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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.

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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? ☐ Yes ☒ No ☐ Unkn ☐ NA
    - If yes, are they currently in use? ..... ☐ 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

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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

- 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 ☒Other: Public

- If municipal, is it metered? ..... ☐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

56. The property is located in the following school district Brooklyn 18

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.

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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? ConEdison

- What is the amperage? unknown
- Does it have circuit breakers or fuses? unknown
- Private or public poles? unknown
- 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

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* 10/24/2025

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 / 31 / 2025

Buyer's Signature

X _____ *Date* _____

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PURCHASER'S RIDER TO CONTRACT OF SALE

Purchaser(s)	Faymarie Rutland
Seller(s)	319 Grove Ave Patchogue LLC
Property:	655 East 85th Street, Brooklyn, NY 11236

1. If any provision or portion of any provision of the Contract or any other Rider conflict with the provisions of this Rider, then the provisions of this Rider shall govern and prevail.

2. Seller represents that all windows, plumbing (including fixtures and faucets), heating, air-conditioning, mechanical and electrical systems (including light fixtures and all outlets, switch plates, and fuse boxes), appliances, entry door, interior doors, shower doors and closet doors, shall be in good working order at Closing. Seller shall provide any and all purchase/installation booklets, manuals and warranties for all appliances and equipment that are in Seller's actual possession.

3. Seller represents that Seller does not have actual knowledge of water leaks and Seller has no actual knowledge of any leaks during the seller's ownership period. The premises shall be delivered free from any active leaks or water damage.

4. Seller represents that Seller has not received notice of nor has actual knowledge of any pending or threatened litigation or claim or Mechanic's Lien against or concerning the Seller or the premises. Seller shall promptly deliver to and notify Purchaser of every communication and notice with regard to any litigation, claim, or dispute concerning the Seller or the premises. Seller has received no notice of any imminent increase in real estate taxes. The provisions of this Paragraph shall survive Closing.

5. Seller represents that Seller has no actual knowledge of material damage to the floors that may be concealed under carpeting or furnishings, and has no actual knowledge of materially damaged walls concealed behind furniture or artwork in the premises.

6. Seller represents that no alteration, repair, or replacement, or any other work has been done during Seller's ownership in the Unit without first complying with any/all local, City or State agency requirements, including, but not limited to, obtaining required permits, approvals, signs offs, certificates of completion, and any documents required under such applicable rules and regulations ("Required Approvals"). Seller shall notify and deliver to Purchaser, at or prior to Closing, copies of all Required Approvals. Seller represents that Seller has no actual knowledge of any violations of any applicable governmental laws regarding any work performed in or to the premises whatsoever, including, but not limited to, work done by the Seller. Failure to comply with the foregoing and/or to provide the Required Approvals or documentation shall constitute a material default hereunder. It shall be a condition of Purchaser's obligations to close under this contract that any open permits filed with the New York City Department of Buildings shall be signed off, and a Letter of Completion issued. Seller shall not make any alterations to the premises between the date hereof and the date of Closing except to keep the premises in good repair.

7. Seller shall remain responsible to pay any reversal of a tax abatement imposed by the New York City Department of Finance assessed to the premises for a period of time that the premises were owned by the Seller. This Paragraph, in its entirety, shall survive the Closing.

8. Seller represents that Seller has no actual knowledge of any easements affecting the property or any encroachments onto the property or by the structures on the property. Purchaser shall have the right

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to cancel the contract in case a survey or title report shows any easements or encroachments in the event the same render title unmarketable.

9. Seller represents that the Purchase Price is sufficient to pay off all mortgages, liens, tax warrants, judgments, fines, penalties, interest, violations, or any other item that is or will be a blemish on title (the "Encumbrances"), as well as broker commission(s), applicable transfer taxes, and any other customary and standard closing costs. Seller represents that, if at Closing there are any Encumbrances, then Seller at Seller's expense shall deliver to Purchaser all terminations, releases, and/or satisfactions executed in a form suitable for filing and recording. The receipt of the title report shall be sufficient notice of any deficiency.

10. Seller agrees to indemnify and hold harmless the Purchaser of and from any and all liability (including reasonable attorney's fees), expenses, loss, costs, or damages, that may arise by reason of any brokerage claims or demands by reason of Seller's acts. The provisions of this Paragraph shall survive the Closing

11. Premises shall be vacant, free of tenancies and occupants, and in broom clean condition at Closing. In the event the removal of furniture or furnishings from the Premises causes or exposes damage to any walls, floors, windows, or interior/exterior doors, and such damage is greater than an ordinary nail hole, then Seller shall repaint and/or repair such damage. All lighting fixtures shall stay in the Premises. Seller shall maintain the premises and fixtures in its present condition, reasonable wear and tear excepted, through the date of Closing.

12. Seller shall maintain all utilities including but not limited to gas, electricity, and water connected up to and including the Closing Date. If any of the utilities are turned off during the final walk through the Buyer shall have a right to postpone the closing until such time as the Seller restores them and Seller shall be responsible for any fees incurred by the Purchaser as the result of the delay, including but not limited to rate lock extension fees.

13. Seller shall cooperate in good faith and produce or execute any documents reasonably required by Purchaser's Lender. Purchaser may apply for and obtain Mortgage from any foreign or domestic institutional or government lender, including but not limited to VA, FHA, SBA, etc. Seller agrees to cooperate with purchaser and Purchaser's lender by responding timely to requests for adjustments, payoff figures, check requests and other figures required by Purchaser's lender or the title company in order to complete a closing disclosure for any scheduled closing. The parties agree that any closing disclosure that was delayed by a managing agent's failure to timely provide closing figures and resulted in a delay of Purchaser's lender to timely issue a closing disclosure for a scheduled closing shall not be considered a default of Purchaser.

14. FIRPTA. It is agreed that in the event the Seller cannot provide a "non-foreign person" affidavit at the closing, 15% (individual) or 35% (entity) of the Purchase Price shall be remitted to the IRS at Closing (or such percentage as amended by the IRS from time to time) unless an IRS certificate of withholding letter determines a reduced remittance amount is delivered to Purchaser AT CLOSING, in which case said determined amount shall be remitted to IRS at closing. Seller shall, at Seller's expense, prepare and deliver the proper documents, including all IRS related forms, along with a bank check in the amount as set forth above, to Purchaser at Closing. In no event shall Purchaser or Purchaser's Attorney, as Withholding Agent under FIRPTA hold funds in escrow or otherwise, and all required funds shall be remitted to the proper governmental authority at Closing.

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15. If Purchaser is making this purchase as part of 1031 transaction Seller agrees to fully cooperate with Purchaser and to execute such documents and agreements as Purchaser or Purchaser's Qualified Intermediary may require.

16. Notwithstanding anything to the contrary herein, if the mortgage is approved for a "lesser" amount than as set forth herein, then the Seller, at his sole option, may elect to reduce the purchase price by the same "lesser" amount.. Purchaser shall promptly forward a copy of any mortgage commitment offered by the lending institution to Seller's attorney. Upon the Seller exercising the option to reduce the purchase price by the "lesser" amount, then the Purchaser shall accept the mortgage commitment and the mortgage contingency herein shall have been satisfied.

17. Purchaser shall have the right to assign the Contract to an LLC, Trust or other entity of which Purchaser has a controlling interest.

18. Purchaser's obligations hereunder are conditioned upon there being in existence a valid and non-expired Permanent Certificate of Occupancy or proof that none was required.

19. This Contract shall terminate upon the death or total disability of any person comprising Purchaser and the Contract Deposit shall be promptly returned to the Purchaser, surviving Purchaser, or the administrator or executor of Purchaser's estate, whichever applies.

20. Parties agree that faxed or scanned copies of original signatures, when delivered by counsel, shall be deemed the same as originals. At the request of either party, the parties shall affix original signatures to duplicate copies of the Contract of Sale at Closing.

21. Before either party claims entitlement to any remedy to which he/she/they may be entitled arising from a breach of Contract, other than the closing date, the non-breaching party shall first provide the breaching party with notice of the breach and a five (5) business day opportunity to cure.

22. Seller represents that the printed form of this Contract of Sale is the standard form, with the only revisions being those noted in bold. Any variation between this Contract of Sale and the standard form shall be resolved in favor of the standard form of the Contract of Sale. All dates and contingencies set forth herein shall be deemed effective as of the date Purchaser's attorney receives a fully executed copy of this Contract.

SELLER:

10/31/25
319 Grove Ave Patchogue LLC
By: Todd Yovino, Member

PURCHASER:

10 /31/ 2025
Faymarie Rutland

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Dropbox Sign

Audit trail

Title	655 E 85th St., Brooklyn, NY 11236_Final Contract.pdf
File name	655%20E%2085th%20...al%20Contract.pdf
Document ID	eef61735e2ae2c175059435f276d61a29cf5d852
Audit trail date format	MM / DD / YYYY
Status	Signed

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SIGNED	10 / 31 / 2025 14:30:38 UTC	Signed by Faymarie Rutland (faymarie.rutland@nyulangone.org) IP: 216.120.156.115
COMPLETED	10 / 31 / 2025 14:30:38 UTC	The document has been completed.