CONTRACT OF SALE – COOPERATIVE

This Contract is made as of **FEBRUARY 28, 2025** between the "Seller" and the "Purchaser" identified below.

1. Certain Definitions and Information

1.1 The "Parties" are:

Seller: Wellcourt Holding, L.L.C.
Address: c/o Bronstein Properties LLC
108-18 Queens Boulevard, Suite 302
Forest Hills, NY 11375
Fed ID No. ____________

Purchaser: **Thomas Anderson**
Megan Anderson
423 15th Street, Apt. 2B
Brooklyn, NY 11215
Soc. Sec. No.: ____________

1.2. The "Attorneys" are (name, address and telephone)

For Seller: Stuart Berg, Esq.
Kurzman Eisenberg Corbin & Lever LLP
1 North Broadway, 12th Floor
White Plains, New York 10601
Tel: (914) 993-6059
Fax: (914) 993-6010
E-mail: sberg@kelaw.com
RSweeney@kelaw.com

For Purchaser: **Law Office of Steven H. Ebbin**
Steven Ebbin, Esq.
2401 Avenue U
Brooklyn, NY 11229
#718-934-2961
Email: Steve@EbbinLaw.com

1.3 The "Escrowee" or "Escrow Agent" is (name, address and telephone)
Kurzman Eisenberg Corbin Lever LLP
1 North Broadway, 12th Floor
White Plains, New York 10601
Tel: (914) 285-9800
Fax: (914) 285-9855

1.4 The "Managing Agent" is (name, address and telephone) Bronstein Properties LLC
108-18 Queens Boulevard, Suite 302
Forest Hills, NY 11375

1.5 The name of the cooperative housing corporation ("Corporation") is **800 Wellington Court Owners Corporation**

1.6 The "Unit" number is **Apartment 1D**

1.7 The Unit is located in "Premises" known as: **800 East 17th Street, Brooklyn, New York.**

1.8 The "Shares" are **504 Shares** of the Corporation allocated to the Unit.

1.9 The "Lease" is the proprietary lease for the Unit given by the Corporation.

1.10 The "Broker"(see Par. 12) is:
Seller's Broker:
MNS Realty/Bronstein Properties
108-18 Queens Blvd., Suite 302
Forest Hills, NY 11375
Scott@BronsteinProperties.com
Tamar Krasnow: Tbk@mns.com
Vicario Brensley Phillip: vbp@mns.com
#212-729-6298

Purchaser's Broker:
The Agency
Shelly Place
Shelly@TheAgencyRE.com
#650-862-0377

1.11 The "Closing" is the transfer of ownership of the Shares and Lease, which is scheduled to occur **on or about sixty (60) days from the date of this fully executed Contract** at 10:00 a.m.

1.12 The "Purchase Price" is **$695,000.00.**

1.12.1 the "Contract Deposit" is **$69,500.00**
1.12.2 the "Balance" of the Purchase Price due at Closing is **$625,500.00** (see ¶2)

1.13 The "Maintenance" charge is the rent payable under the Lease which at the date of this Contract is in the monthly amount of **$1,142.13 (**see ¶4).

1.14 The "Assessment" or the additional rent payable under the Lease which at the date of this Contract is **$ N/A.**

1.15 The Party upon whom the Corporation imposes a "Flip Tax" or similar transfer fee, if any, is **N/A.**

1.16 If Par. 19 (Financing Contingency) applies:
1.16.1 the "Loan Terms" are:

Amount Financed: **$556,000.00** or any lower amount applied for or acceptable to Purchaser, but not in excess of this amount set forth herein unless specifically agreed to in writing in advance by the Seller.

Payment Terms and Charges: The customary payment terms (including prevailing fixed or adjustable interest rate, prepayment provisions and maturity) and charges (including points, origination and other fees) then currently being offered to purchasers of cooperative apartments by the Institutional Lender (defined in Par. 19.5.1) to which Purchaser applies.

Security: Pledge of the Shares and Lease.
1.16.2 the period for Purchaser to obtain a Loan **Commitment Letter is 45 days after a fully executed** counterpart of this Contract is given to Purchaser's attorney.
(see Par. 11.3)

1.17 The "Proposed Occupants" of the Unit are the following:
1.17.1 persons and relationship to Purchaser: **Purchaser**

1.18 If Purchaser delivers a W-9 form with the Contract Deposit, the Contract Deposit shall be held in an interest-bearing escrow account. Interest shall be payable to the Purchaser. The escrow shall be held in an interest-bearing account Webster Bank (See Par. 28)

2. Agreement to Sell and Purchase; Purchase Price; Escrow
2.1 Seller agrees to sell and assign to Purchaser, and Purchaser agrees to purchase and assume from Seller, the Seller's Shares and Lease for the Purchase Price and upon the other terms and conditions stated in this Contract.

2.2 The Purchase Price is payable to Seller by Purchaser as follows:
2.2.1 the Contract Deposit at the time of signing this Contract, by Purchaser's collectible check to the order of Escrowee, **or if acceptable to Escrowee, by wire transfer.**
2.2.2 the Balance at Closing, only by cashier's, official bank or certified check of Purchaser, **or at the request of Seller, by wire transfer,** made payable to the direct order of ~~Seller or~~ Seller's Attorney. These checks shall be drawn on and payable by a branch of a commercial or savings bank, savings and loan association or trust company located in the same City or County as the Unit. Seller may direct, on not less than 3 business days' Notice (defined in Par. 17) prior to Closing, that all or a portion of the Balance shall be made payable to persons other than Seller.

3. Personal Property
3.1 Subject to any rights of the Corporation or any holder of a mortgage to which the Lease is subordinate, this sale includes all of Seller's ownership, if any, of the following "Property" to the extent existing in the Unit on the date hereof: the refrigerator, freezer, range, oven, cabinets and counters, lighting fixtures, chandeliers, ceiling fan, wall-to-wall carpeting, plumbing fixtures, window treatments, switch plates, door hardware, dishwasher, built-ins not excluded in Par. 3.2 and intercom, if any, and washer and dryer , if any, and to the extent that the same exists and in "As Is" condition from the date hereof.

3.2 Specifically excluded from this sale is all personalty not included in Par. 3.1 and N/A.

3.3 The Property shall not be purchased if Closing does not occur.

3.4 No consideration is being paid for the Property. Seller makes no representation as to the condition of the Property. Purchaser shall take the Property "as is" on the date of this Contract.

4. Representations and Covenants
4.1 Subject to any matter affecting title to the Premises (as to which Seller makes no representations or covenants), Seller represents and covenants that:
4.1.1 Seller is and shall at Closing be the sole owner of the Shares and Lease with the full right and power to sell and assign them;
4.1.2 the Shares and Lease will at Closing be free and clear of liens (other than the Corporation's general lien on the Shares, for which no monies shall be owed), encumbrances and adverse interests ("Liens"); or Seller will deliver to Purchaser at Closing all requisite terminations, releases and/ or satisfactions executed in form suitable for filing and/or recording, so as to remove of record, at Seller's expense, any such Liens;
4.1.3 the Shares were duly issued, fully paid for and are non-assessable;
4.1.4 the Lease is, and will at Closing be, in full force and effect and no notice of default under the Lease will be in effect at Closing;
4.1.5 the Maintenance payable as of the date hereof is as specified in Par. 1.13 and 1.14. All sums due to the Corporation will be fully paid by Seller to the end of the payment period immediately preceding the date of Closing;
4.1.6 as of this date, Seller neither has actual nor has received any written notice of (a) any increase of Maintenance or (b) any proposed assessment which has been adopted or is under consideration by the Board of Directors of the Corporation and not reflected in the amounts set forth in Pars 1.13 and 1.14;
4.1.7 Seller will not at Closing be indebted for labor or material which might result in the filing of a notice of mechanic's lien against the Unit or the Premises;

4.1.8 there are and at closing will be no notices of violations or violations of record which the owner of the Shares and Lease would be obligated to remedy under the terms of the Lease;
4.1.9 Seller has not made any alterations or additions to the Unit, without any required consent of the Corporation and the approval of the local municipality, if required;
4.1.10 Seller has not entered and will not enter into, and has no actual knowledge of, any agreement (other than the Lease) affecting the use and/ or occupancy of the Unit which would be binding on or adversely affect Purchaser; and
4.1.11 Seller has been known by no other name for the past 10 years except as set forth in Par. 1.1.

4.2 Purchaser represents and covenants that Purchaser is acquiring the Shares and Lease solely for residential occupancy of the Unit by the Proposed Occupants only.

4.3 **Purchaser acknowledges having entered into this Agreement without relying upon any promises, statements, estimates, representations, warranties, conditions or other inducements, expressed or implied, oral or written, not set forth herein or in the Offering Plan, House Rules or ByLaws as existing or amended.**
4.4 The representations and covenants contained in Par. 4.1 shall survive Closing, but any action based thereon must be instituted within 1 year from Closing.

5. Corporate Documents
Purchaser has examined and is satisfied with or has waived the examination of the Lease, and the Corporation's certificate of incorporation, By-laws, house rules, most recent audited financial statement and most recent statement of tax deductions available to the Corporation's shareholders under Internal Revenue Code ("IRC") § 216 (or any successor statute). **Purchaser has independently confirmed all maintenance, assessments, if any, and Closing fees. Any discrepancies or errors shall not give rise to the Purchaser's right to cancel the Contract. Upon Closing, Purchaser agrees to be bound by the Corporate Documents.**

6. Required Approval and References
6.1 ~~This sale is subject to the approval of the Corporation.~~

~~6.2 Purchaser shall in good faith:~~
~~6.2.1 submit to the Corporation or its Managing Agent, within 10 business days after the receipt of a fully executed counterpart of this Contract, an application for approval of this sale on the form required by the Corporation containing such data and together with such documents as the Corporation reasonably requires except for the Loan Commitment Letter (defined in Par. 19.5.2), if applicable, which shall be submitted by Purchaser within 3 business days after it is obtained;~~
~~6.2.2 attend (and cause any person who will reside in the Unit to attend) one or more personal interviews, as requested by the Corporation; and~~
~~6.2.3 promptly submit to the Corporation such further data and documents reasonably requested by the Corporation.~~

~~6.3 Either Party, after learning of the approval or denial by the Corporation of the application, shall promptly send Notice to the other Party of the Corporation's decision. If approval or denial has not been issued on or before the date set for Closing, the Closing shall be adjourned for 30 business days for the purpose of obtaining such approval unless otherwise agreed to by the Parties. If the approval of this sale is not obtained by said adjourned date, either Party may cancel this Contract on Notice to the other provided that the Corporation's approval is not issued before Notice of cancellation is given. In the event of a denial other than for Purchaser's bad faith~~
~~conduct. this contract shall be deemed cancelled. In the event of cancellation pursuant to this Par. 6, the Escrowee shall refund the Contract Deposit to Purchaser. In case of a denial or lack of approval due to Purchaser's bad faith conduct, Purchaser shall be in default ad Par. 13.1 shall govern.~~
~~6.1 Although this sale is not subject to the approval of the Corporation, Purchaser will, upon the request of the Seller, meet with a committee of the Board for an informal "get acquainted" session.~~

7. Condition of Unit and Possession
7.1 Seller makes no representation as to the condition of the Unit. Purchaser has inspected the Unit and shall take the same "as is", on the date of this Contract, reasonable wear and tear excepted.

7.2 ~~Purchaser is already in possession of the Unit under the terms of a sublease agreement between Seller and Purchaser. Such sublease agreement shall terminate upon closing.~~

8. Risk of Loss
8.1 While Seller has legal title and is in possession of the Unit, Seller assumes all risk of loss or damage ("Loss") to the Unit and Property from fire or other cause not due to the fault of Purchaser or Purchaser's contractors, agents or servants. In the event of a Loss Seller shall have the option (but not the obligation) to restore the Unit and Property to as near as reasonably possible to the condition immediately prior to the Loss.

8.2 Within 10 calendar days after the Loss occurs, Seller shall give Notice to Purchaser of the Loss and whether or not Seller elects to restore ("Election Notice").

8.3 If Seller elects to restore, Seller must do so within 60 calendar days after sending the Election Notice or by the Closing, whichever is later ("Restoration Period").

8.4 If the Closing is before such 60 calendar day period expires, then the Closing shall be adjourned to a date and time fixed by Seller on not less than 10 calendar days prior Notice to Purchaser, but in no event shall the Closing be adjourned for more than 70 calendar days after giving of the Election Notice.

8.5 If Seller elects not to restore or fails, in a timely manner, to send the Election Notice or, having sent the Notice, Seller fails to complete the restoration within the Restoration Period, then Purchaser's sole remedy is either to:
8.5.1 cancel this Contract in accordance with Par. 16 and recover all sums theretofore paid on account of the Purchase Price; or
8.5.2 complete the purchase in accordance with this Contract, without reduction in the Purchase Price or claim against Seller, but with the right to receive any "Net Insurance Proceeds" as defined in Par. 8.6 together with an assignment to Purchaser, without recourse to Seller, of any uncollected proceeds, which assignment shall be delivered by Seller at Closing.

8.6 "Net Insurance Proceeds" are proceeds of Seller's insurance covering the Loss which is attributable to the Unit and Property after deducting legal and other collection expenses incurred by Seller and any sums paid or incurred by Seller for restoration.

8.7 If Purchaser fails to exercise one of Purchaser's options pursuant to Par. 8.5 by Notice to Seller within 7 business days after Seller gives the Election Notice or within 7 business days after the Restoration Period expires (in the event Seller fails to complete the restoration within the Restoration Period), then Purchaser will be deemed to have conclusively elected the option to complete the purchase pursuant to Par. 8.5.2.

8.8 If Purchaser is given possession of the Unit prior to Closing:
8.8.1 Purchaser assumes all risk of Loss to the Unit and Property prior to Closing from fire or other cause not the fault of Seller or Seller's contractors, agents, employees or servants; and
8.8.2 Purchaser shall be obligated to complete the purchase in accordance with this Contract, without reduction in the Purchase Price or claim against Seller and without delay.

8.9 Notwithstanding anything to the contrary in Par. 8.1, Purchaser shall have the right to cancel this Contract in accordance with Par. 16 if, prior to Closing and while Seller is in possession, through no fault of Purchaser or Purchaser's contractors, agents, employees and servants, either:
8.9.1 a Loss occurs to the Unit which would cost more than 10% of the Purchase Price to restore; or
8.9.2 more than 10% of the units in the Premises are damaged and rendered uninhabitable by fire or other cause, regardless of whether the Unit is damaged.

8.10 Purchaser shall be deemed to have waived Purchaser's right to cancel under Par. 8.9 if Purchaser fails to elect to cancel by Notice to Seller given within 7 business days after Seller gives Notice to Purchaser of the event which gives rise to Purchaser's right to cancel. In the event Purchaser waives or is deemed to have waived this right to cancel, the provisions of Par. 8.5.2 shall apply.

9. Closing Location
The Closing shall be held at the offices of **Kurzman Eisenberg Corbin & Lever, LLP, 260 Madison Avenue, 16th Floor, New York, New York.**

10. Closing
10.1 At Closing, Seller shall deliver:
10.1.1 Seller's certificate for the Shares duly endorsed for transfer to Purchaser or accompanied by a separate duly executed stock power to Purchaser, and in either case, with any guarantee of Seller's signature required by the Corporation;
10.1.2 Seller's counterpart original of the Lease and a duly executed assignment thereof to Purchaser in the form required by the Corporation;
10.1.3 a written statement by an officer of the Corporation or its authorized agent setting forth the amounts and payment status of the Maintenance and any Assessments;
10.1.4 executed FIRPTA document(s) (defined in Par. 26);
10.1.5 keys to the Unit, building entrances, garage, mailbox and any locks in the Unit;
10.1.6 if requested, an assignment to Purchaser of Seller's interest in the Property;
10.1.7 Net Insurance Proceeds and/or assignment of any uncollected Net Insurance Proceeds, if applicable; and
10.1.8 instruments or other documents required under Par. 4.1.2, if any.

10.2 At Closing, Purchaser shall:
10.2.1 pay the Balance in accordance with Par. 2.2.2;
10.2.2 execute and deliver to Seller and the Corporation an agreement assuming the Lease, in the form required by the Corporation; and
10.2.3 if requested by the Corporation, execute and deliver counterparts of a new lease substantially the

same as the Lease, for the balance of the Lease term, in which case the Lease shall be cancelled and surrendered to the Corporation together with Seller's assignment thereof to Purchaser.

10.3 At Closing, the Parties shall provide the information necessary for Internal Revenue Service (IRS Form 1099-S) or other similar form required.

10.4 At Closing, Seller shall provide, and the Parties shall execute, all documents necessary to comply with any applicable transfer and/ or gains tax filings.

11. Closing Fees, Taxes and Apportionments
11.1 At Closing, **Seller shall pay**, if applicable:
11.1.1 the processing fee(s) of the Corporation, its attorneys, and/or agents, if any, except as set forth in Par. 11.2.3;
11.1.2 the cost of stock transfer stamps.; and
11.1.3 both (i) the New York City Real Property Transfer Tax (RPT) and (ii) the New York State Transfer Tax (TP-584), plus any applicable filing fee(s).
11.1.4 ~~Seller's attorney fees.~~

11.2 At Closing, **Purchaser shall pay**:
11.2.1 the sales taxes, if any, on this sale, other than the transfer stamps as provided for in Par. 11.1.2;
11.2.2 the cost of any **title/lien** search; and
11.2.3 any fee to the Corporation or its agents and/ or attorneys relating to Purchaser's financing.
11.2.4 ~~both (i) the New York City Real Property Transfer Tax (RPT) and (ii) the New York State Transfer Tax (TP-584), plus any applicable filing fee(s).~~
11.2.5 Seller's attorney's fees.

<u>SEE RIDER.</u>

11.3 *Intentionally Omitted.*

11.4 At Closing, the Parties shall apportion as of 11:59 P.M. of the day preceding the Closing, the Maintenance and Assessments due the Corporation.

11.5 Assessments, whether payable in a lump sum or installments, shall be apportioned. Purchaser shall pay any installments payable after Closing, including any installments prepaid by Seller, which were not yet due.

11.6 Each Party covenants to the other that it will timely pay any taxes for which it is primarily liable pursuant to law. This Par. 11.6 shall survive Closing.

12. Broker
12.1 Each Party represents to the other that such Party has not dealt with any other person acting as a broker, whether licensed or unlicensed, in connection with this transaction other than the Broker named in Par. 1.10.

12.2 Seller shall pay the Broker's commission pursuant to a separate agreement. The Broker shall not be deemed to be a third-party beneficiary of this provision.

12.3 This Par. 12 shall survive the Closing.

13. Defaults, Remedies and Indemnities
13.1 In the event of a default or **material** misrepresentation by Purchaser, Seller's sole remedy shall be to terminate this Contract and retain the Contract Deposit as liquidated damages, except there shall be no limitation on Seller's remedies for a breach of Par. 12.1. In case of Purchaser's misrepresentation or default, Seller's damages would be impossible to ascertain and the Contract Deposit constitutes a fair and reasonable amount of compensation.

13.2 In the event of a default or misrepresentation by Seller, Purchaser shall have such remedies as Purchaser is entitled to at law or in equity, including specific performance, because the Unit and possession thereof cannot be duplicated.

13.3 Purchaser indemnifies and holds harmless the Seller against and from any claim, judgment, loss, liability, cost or expense resulting from the Purchaser's breach of any of the representations or covenants stated to survive Closing. This indemnity includes, without limitation, reasonable attorneys' fees and disbursements, court costs and litigation expenses. In the event that any proceeding is commenced against the Escrow Agent and a judgment is entered in favor of either the Purchaser or Seller, then the Party against whom the judgment is entered shall be individually liable to the escrow agent for any costs or expenses it may reasonably incur in connection with the proceeding. This Par. 13.3 shall survive the Closing.

13.4 Purchaser indemnifies and holds harmless Seller against and from any claim, judgment, loss, cost or expense resulting from the Lease obligations assumed by Purchaser. This indemnity includes, without limitation, reasonable attorneys' fees and disbursements, court costs and litigation expenses in any action in which Seller is the prevailing party. This indemnity does not include or excuse a breach of any representation or covenant by Seller in Par. 4.1. This Par. 13.4 shall survive the Closing.

13.5 In the event any instrument for the payment of the Contract Deposit fails of collection, Seller shall have the right to sue on the uncollected instrument. In addition, such failure of collection shall be a default under this Contract, provided Seller gives Purchaser Notice of such failure of collection and, within 3 business days after

Notice is given, Escrowee does not receive from Purchaser an unendorsed certified check, bank check or immediately available funds in the amount of the uncollected funds. Failure to cure such default shall entitle Seller to the remedy in Par. 13.1 and to retain all sums as may be collected and/ or recovered.

14. Entire Agreement; Modification

14.1 All prior oral or written representations, understandings and agreements had between the Parties with respect to the subject matter of this Contract, and with the Escrowee as to Par. 28, are merged in this Contract, which alone fully and completely expresses their agreement.

14.2 A provision of this Contract may be changed or waived only in writing signed by the.Party (or Escrowee) to be charged.

14.3 The Attorneys may extend in writing any of the time limitations stated in this Contract.

15. No Assignment by Purchaser

15.1 Purchaser may not assign this Contract or any of Purchaser's rights hereunder and any purported assignment shall be null and void.

15.2 This Contract shall bind and inure to the benefit of the Parties hereto and their respective heirs, personal and legal representatives and successors in interest.

16. Cancellation for Other than Default or Misrepresentation

If Seller shall be unable to transfer the Lease and the Shares in accordance with this Contract for any reason not due to Seller's willful acts or omissions, then the sole obligation of Seller shall be to refund to Purchaser the Contract Deposit and reimburse Purchaser for the actual costs incurred for Purchaser's title or abstract search and any non-refundable fees actually paid by the Purchaser to the Corporation or managing agent. Upon making such refund, this Contract shall be cancelled and neither Party shall have any further claim against the other hereunder.

17. Notices

17.1 Any notice or demand ("Notice") shall be in writing and either delivered by hand or overnight delivery or sent by certified or registered mail to the Party and simultaneously, in like manner, to such Party's Attorney, if any, and to Escrowee at the addresses set forth in Par. 1, or to such other address as shall hereafter be designated by Notice given pursuant to this Par. 17.

17.2 Each Notice shall be deemed given on the same day if delivered by hand or on the following business day if sent by overnight delivery, or the second business day following the date of mailing.

17.3 The Attorneys are authorized to give any Notice specified in this Contract on behalf of their respective clients.

17.4 Failure to accept a Notice does not invalidate the Notice.

18. Margin Headings

The margin headings do not constitute pan of the text of this Contract.

19. Financing Contingency: (Strike if inapplicable) 19.1 Purchaser may cancel this Contract and recover the Contract Deposit by following the procedure in Par. 19.4 if after complying with Purchaser's "Financing Obligations" in Par. 19.2 below and Purchaser's other obligations under this Contract if:

19.1.1 Purchaser fails through no fault of Purchaser to obtain from an "Institutional Lender" (defined in Par. 19.5.1) a "Loan Commitment Letter" (defined in Par. 19.5.2) for financing on the Loan Terms and within the time period stated in Par. 1.16 (the "Loan") and Seller fails to offer financing pursuant to Par. 19.6 in lieu of the Institutional Lender; or

19.1.2 the Institutional Lender and the Corporation cannot agree on the terms of an agreement for the protection of the Institutional Lender (commonly called a recognition agreement), if required by the Institutional Lender, provided that the Institutional Lender shall agree to accept the "Aztech" form of recognition agreement.

19.2 Purchaser's right to cancel under Par. 19.1 and recover the Contract Deposit is conditioned upon Purchaser's diligent compliance with all of the following "Financing Obligations":

19.2. 1 Purchaser must apply in good faith for the Loan from an Institutional Lender within **5 <u>business days</u>** after a fully executed counterpart of this Contract is given to Purchaser;

19.2.2 the Loan application must contain truthful, accurate and complete information as required by the Institutional Lender; and

19.2.3 Purchaser must comply with all requirements of the Institutional Lender to obtain the Loan Commitment Letter and to close the Loan.

19.3 Purchaser may also cancel this Contract and recover the Contract Deposit in accordance with the procedure in Par. 19.4 if:

19.3.1 the Closing is adjourned by Seller or the Corporation for more than 45 business days from the date set for Closing in Par. 1.11; and

19.3.2 the Loan Commitment Letter expires on a date more than 45 business days after the date set for Closing in Par. 1.11 and before the new date set for

Closing pursuant to Par. 19.3. 1; and
19.3.3 Purchaser is unable in good faith to obtain from the Institutional Lender an extension or a new Loan Commitment Letter for the Amount Financed stated in Par. 1.16 or the same principal amount stated in the expired Loan Commitment Letter, whichever is lower, without paying any additional fees to the Institutional Lender (unless Seller, within 5 business days after receipt of Notice of such fees, gives Notice that Seller will pay such fees and pays them when due). All other substantive Loan terms may be materially no less favorable than in the expired Loan Commitment Letter.

19.4 In order to cancel pursuant to Par. 19.1 or 19.3, Purchaser shall give Notice of cancellation to Seller within 7 business days after the right to cancel arises. Purchaser's failure to timely give such Notice of cancellation will be deemed a conclusive waiver of such right to cancel. In case of cancellation pursuant to Par. 19.1, a copy of the loan application and any loan refusal letter or non-complying Loan Commitment Letter (as the case may be) issued by the Institutional Lender shall accompany the Notice of cancellation, if available, or if not then available, shall be provided promptly after receipt. In case of cancellation pursuant to Par. 19.3, a copy of all written communications between the Institutional Lender and Purchaser concerning the extension or new loan commitment shall accompany the Notice of cancellation (or a copy of any letter refusing to extend the loan commitment or make a new loan commitment received by Purchaser after sending the cancellation Notice shall be sent to Seller promptly after receipt. Purchaser's obligation under this Par. 19.4 shall survive the cancellation of this Contract.
19.5 The definitions for certain terms used in this Par. 19 are:
19.5.1 an "Institutional Lender" is any bank, savings bank, savings and loan association, trust company, credit union of which Purchaser is a member, insurance company or governmental entity which is duly authorized to issue a loan secured by the Shares and Lease in the state where the Unit is located and is then currently extending similarly secured loan commitments; and
19.5.2 a "Loan Commitment Letter" is a written offer to make the Loan with or without recourse~~, and whether or not conditional upon any factor other than an appraisal satisfactory to the Institutional Lender. An offer to make the Loan which is conditional on obtaining a satisfactory appraisal shall only become a Loan Commitment Letter upon such condition being met.~~
19.6 ~~Notwithstanding anything contained herein to the contrary, Seller may, at Seller's sole option, upon receipt of a Notice of Termination, reinstate this Agreement by offering financing to Purchaser on the terms and conditions sought by Purchaser, and for which Purchaser was rejected. All other provisions, such as amortization schedule, interest rate, payments, costs and expenses shall be the same.~~

20. Singular/Plural and Joint/Several

The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one entity is selling or purchasing the Unit, their obligations shall be joint and several.

21. No Survival

No representation and/or covenant contained herein shall survive Closing except as expressly provided. Computational errors shall survive and be corrected after Closing.

22. Inspections

Purchaser shall have the right to inspect the Unit at reasonable times upon reasonable request to Seller, and within 48 hours prior to Closing.

23. Governing Law

This Contract shall be governed by the laws of the State of New York. Any action or proceeding arising out of this Contract shall be brought in the county where the Unit is located and the Parties hereby consent to said venue.

24. Removal of Liens

24.1 Purchaser shall deliver or cause to be delivered to Seller or Seller's Attorney, not less than 10 calendar days prior to Closing, a list of Liens, if any, which may violate Par. 4.1. Receipt by the attorneys for Seller of a copy of a judgment and lien search shall be deemed notice of such Liens.
24.2 Seller shall have a reasonable period of time to remove any such Lien.

25. Cooperation of Parties
25.1 The Parties shall each cooperate with the other, the Corporation, Purchaser's Institutional Lender and title company, if any, and obtain, execute and deliver such documents as are reasonably necessary to close.

25.2 The Parties shall timely file or pre-file all required documents in connection with all governmental filings that are required by law. Each Party represents to the other that its statements in such filings will be true and complete. This Par. 25.2 shall survive the Closing.

26. FIRPTA ~~and Gains Tax~~

26.1 The Parties shall comply with IRC §§ 897, 1445 and related provisions, as amended, and any substitute provisions of any successor statute and the regulations thereunder ("FIRPTA"). The Seller shall furnish to the Purchaser at or prior to Closing a Certification of Non-foreign Status in accordance with FIRPTA. If the Seller fails to deliver such certification by Closing, the Purchaser shall deduct and withhold from the Purchase Price such sum required by law and remit such amount to the IRS. In the event of such withholding by Purchaser, Seller's obligations hereunder, including (but not limited to) the transfer of ownership of the Shares and Lease, shall not be excused or otherwise affected. In the event of any claimed over-withholding, Seller shall be limited solely to an action against the IRS for a refund. Seller hereby waives any right of action against Purchaser on account of such withholding. This Par. 26.1 shall survive the Closing.

26.2 ~~If a Real Property Transfer Gains Tax pre-filing is required by law, Purchaser shall simultaneously herewith deliver to Seller a completed and executed Transferee Questionnaire or the equivalent thereof.~~

27. Additional Conditions
27.1 Purchaser shall not be obligated to close unless at the time of the Closing
27.1.1 the Corporation is duly incorporated and in good standing and is current in the payment of all taxes; and
27.1.2 the Corporation has fee title to the Premises whether or not marketable or insurable;
27.1.3 there is no pending in rem action or foreclosure action of any underlying mortgage affecting the Premises; and
27.2 Purchaser shall give Seller Notice of any failure of any of the conditions in Par. 27.1. If any condition in Par. 27.1 is not true and is not cured within a reasonable period of time after giving said Notice then either Seller or Purchaser shall have the option to cancel this Contract pursuant to Par. 16.

28. Escrow Terms
28.1 The law firm of Kurzman Eisenberg Corbin & Lever, LLP, with an address at One North Broadway, 12th Floor, White Plains, New York 10601, telephone number (914) 285-9800, shall serve as escrow agent ("Escrow Agent") for Seller and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Stuart Berg, Steven M. Goldman, Lee Corbin, Jessica Goldsmith, and Michael Friedman. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are Seller, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

28.2 Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from Escrow.

28.3 The Escrow Agent has established the escrow account at **Webster Bank**, located at Two Blue Hill Plaza, 2nd Floor, Pearl River, New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Kurzman Eisenberg Corbin & Lever, LLP, Master Escrow Account ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

28.4 All Deposits received by Purchaser shall be in the form of checks or wire transfers of immediately available funds, and shall be made payable to the order of Kurzman Eisenberg Corbin & Lever, LLP, as Escrow Agent.

28.5 All Deposits will be placed initially in a non-interest-bearing checking portion of the Escrow Account. If Escrow Agent receives a completed and signed Form W-9 (Request for Taxpayer Identification Number) or Form W-8 (Certificate of Foreign Status), as applicable, from a Purchaser, the Deposit of such Purchaser will be promptly transferred from the non-interest-bearing checking portion of the Escrow Account into an individual interest-bearing sub-escrow account in the name of such Purchaser. The interest rate for all such Deposits shall be the prevailing rate for such accounts, provided Purchaser provides the required W-9 or W-8, as applicable. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Seller shall bear all costs associated with the maintenance of the Escrow Account.

28.6 Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the deposit in the Escrow Account, Escrow Agent shall provide written e-mail notice, which notice shall be deemed sufficient for this provision, to Purchaser or Purchaser's attorney and Seller, conforming the Deposit. The e-mail notice shall provide the account number and the initial interest rate to be earned on the Deposit (provided Purchaser has provided the Form W-9). Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and

Seller.

28.7 The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the Office of the Attorney General, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, N.Y. 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

28.8 All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Seller, as per GBL § 352-h.

28.9 Under no circumstances shall Seller seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of an effectiveness amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Seller of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

28.10 The Escrow Agent shall release the Deposit if so directed: (a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 10 upon closing of title to the Unit; or

(b) in a subsequent writing signed by both Seller and Purchaser; or

(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Seller prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the [unit/building] is located and shall give written notice to both parties of such deposit.

The Seller shall not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

28.11 Any provision of any Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

28.12 Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

28.13 A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§352(e)(2-b) and 352(h).

28.14 Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

28.15 Seller agrees that Seller and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser.

28.16 Seller agrees that it shall not interfere with

Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352(e)(2-b) and 352(h) and the New York State Department of Law's regulations.

28.17 Seller shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

28.18 Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Seller from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

28.19 Seller agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

29. Binding Effect

This Contract shall not be binding unless a fully executed counterpart thereof has been delivered to each of the Parties.

30. Lead Paint. Purchaser hereby acknowledges receipt of the pamphlet "Protect Your Family from Lead in Your Home" Purchaser further acknowledges that insofar as the building in which the Unit is located was constructed prior to 1960, it is probable that lead based paint was used in the Unit, although Seller has not performed tests for the presence of lead-based paint. Notwithstanding the foregoing, Purchaser hereby waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint hazards. Annexed hereto as Exhibit "A" and made a part hereof is a disclosure form regarding lead paint hazards. Simultaneously with the execution and delivery of this Contract, Purchaser shall execute and deliver to Seller a fully executed counterpart of **Exhibit "A"**.

31. Offering Plan. Purchaser hereby acknowledges receipt of the offering plan and the amendments thereto at least 7 days prior to executing this contract of sale.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Contract as of the date first above written.

WELLCOURT HOLDING, L.L.C.
a New York limited liability company

Signed by:

By ______________________
Name: Scott Silverman
Title: Manager

____
Thomas Anderson, Purchaser

Megan Anderson
Megan Anderson, Purchaser

As to Escrow Deposit:

____
Kurzman Eisenberg Corbin & Lever, LLP
NAME: STUART BERG
TITLE: PARTNER

RIDER ANNEXED TO AND FORMING A PART
OF CONTRACT OF SALE
FOR **UNIT 1D**
LOCATED AT 800 EAST 17^{th} STREET
BROOKLYN, NEW YORK BETWEEN
WELLCOURT HOLDING, L.L.C. AS SELLER AND
THOMAS ANDERSON and MEGAN ANDERSON, AS PURCHASER

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32. In the event of any inconsistency between the provisions of this Rider and those contained in the Contract of Sale or any other rider to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

33. Supplementing and modifying Paragraph 4, it is agreed as follows:

    A. A pledge of the Shares and Lease by Seller in connection with any financing obtained by Seller shall not be deemed a misrepresentation or breach under Paragraph 4.1.2, provided that at closing such pledge shall have been terminated and the Shares and Lease are transferred free of any such security interest.

    B. Purchaser acknowledges having entered into this Contract without relying upon any promises, statements, estimates, representations, warranties, conditions or other inducements, expressed or implied, oral or written, not set forth herein or in the Offering Plan as amended.

34. Supplementing Paragraph 3, Purchaser agrees to accept the premises in "as is" condition and it is further agreed that Seller is not obligated to install any equipment or appliances in the Unit or otherwise make any repairs, improvements or decorations to the Unit or its equipment, appliances and fixtures. **Notwithstanding the foregoing, all appliances and to the extent that they are the Seller's responsibility under the terms of the Proprietary Lease, all plumbing, heating, electrical and HVAC systems shall be in working order at the time of Closing.**

35. Purchaser understands that the Corporation is not a party to this Contract or the sale contemplated hereby and that no representations, warranties or promises of any kind have been made to Purchaser by the Corporation. Purchaser agrees that no claim will be made against the Corporation by Purchaser in respect of, or arising out of, the Purchaser of the Shares and appurtenant Lease.

36. Any undertaking or obligation by Seller to be performed prior to closing in accordance with this Contract or the Plan as amended, shall be deemed satisfied on Purchaser's payment of the balance of the Purchase Price and acceptance of an assignment of the Shares. However, nothing herein will excuse Seller, as a holder of unsold shares, from any obligations or warranties expressly stated in

the Plan as amended to survive the closing nor will this relieve Seller from its compliance with Article 23-A of the General Business Law or representations with respect to the Unit set forth in the Plan as amended nor be in derogation of Purchaser's rights under Article 23-A of the General Business Law.

37. Modifying and supplementing Paragraph 10 of the printed Contract, at Closing, Seller and Purchaser shall execute a smoke detector and carbon monoxide affidavit, if a carbon monoxide affidavit is required.

38. Supplementing Paragraph 11, in the event that there are any errors and/or omissions with respect to the calculation or apportionment of closing costs or tax adjustments at the Closing, including but not limited to the apportionment of any real estate tax refund or rebate, the parties hereto agree, upon receipt of written evidence thereof, to make any required adjustments thereafter. This provision shall survive the Closing for a period of one year.

39. Modifying Paragraph 11 of the Contract of Sale, **Purchaser shall pay** all of the following closing costs, pursuant to the Amendment to the Offering Plan:

~~A. The New York City Real Property Transfer Tax (RPT) which currently equals 1% of the total consideration where the consideration is $499,000 or less but when paid by the Purchaser is increased to approximately 1.014% since the shifting of the obligation from the Seller to the Purchaser is considered to be additional consideration, or 1.425% of the total consideration where the consideration is $500,000 or more but when paid by the Purchaser is increased to 1.451% since the shifting of the obligation from the Seller to the Purchaser is considered to be additional consideration, plus any applicable filing fee(s);~~

~~B. The New York State deed document stamps, currently .4% of the total consideration, plus any applicable filing fee(s); and~~

C. All fees imposed on a Purchaser by the Apartment Corporation in connection with the sale, including without limitation, move-in deposits, fees related to financing, if any, capital contributions, if any, or fees otherwise charged to the Purchaser by the Corporation or its transfer agent or attorney

D. Seller's attorney fees up to $3,500.00.

All of the foregoing fees are cumulative.

40. Supplementing Paragraph 11.5 of the Contract of Sale, Purchaser expressly acknowledges and agrees that Purchaser shall be solely responsible for the payment of any and all assessments imposed or levied on the Shares which are

due after the date of Closing whether or not the assessment includes or is related to any expenses, credits or abatements for any time period prior to closing and such assessment shall not be subject to any post-closing apportionment. Notwithstanding the foregoing, if the Seller is required by the Corporation to pay the balance of assessments in a lump sum at Closing rather than payment by the Purchaser in installments post-closing, then Purchaser shall be responsible for the payment of such lump sum amount at Closing representing the balance of the assessment. This paragraph shall survive the closing.

~~41. If Purchaser occupies the Unit as a tenant or other occupant:~~

~~A. Purchaser agrees to pay all rent as and when due in accordance with the terms of his/her lease (if any) or occupancy through and including the month of Closing;~~

~~B. The parties shall apportion as of midnight of the day preceding the date of Closing, the rent for the Unit due or paid by Purchaser as the tenant or occupant thereof for the month of the Closing.~~

~~C. Purchaser's failure to pay rent shall become a default hereunder if an order of eviction or other judgment or order from a court or agency of competent jurisdiction is issued against Purchaser or Purchaser shall have vacated the Unit; and~~

~~D. Seller shall refund tenant's security deposit, if any, less any sums due Seller.~~

~~42. If the Unit being acquired by the Purchaser is occupied by a non-purchasing tenant or other occupant:~~

~~A. Purchaser hereby agrees that he is bound by the regulations of the New York State Department of Law which bind such a Purchaser as follows:~~

~~i. irrevocably authorizes the Corporation's managing agent, on behalf and at the expense of the Purchaser, to provide to the non-purchasing tenant or occupant of the Unit all services and facilities required by law on a non-discriminatory basis;~~

~~ii. obligates Purchaser at closing to deposit with the Corporation's managing agent an amount equal to two (2) months' rent for the Unit (the "Fund") in order to secure the performance of Purchaser's obligations to the non-purchasing tenant or occupant of the Unit;~~

~~iii. further authorizes the Corporation, its agents and employees, to use the Fund to pay the costs of providing such services and facilities to the non-purchasing tenant or occupant of the Unit in the event that Purchaser does not perform such obligations;~~

~~iv. permits the Corporation's managing agent to hold the Fund until used to provide such services and facilities;~~

~~v. obligates Purchaser to replenish the Fund upon written notice from the Corporation or its managing agent that the Fund has been diminished;~~

~~vi. entitles the Corporation to put a lien on the Purchaser's Shares if Purchaser fails to so replenish the Fund within fifteen (15) days after written notice is given;~~

~~vii. obligates the Apartment Corporation to return to Purchaser the remaining unapplied Fund after he no longer owns the Unit; and~~

~~viii. further obligates the Corporation to hold the Fund or cause the Fund to be held in an interest-bearing account with interest payable to Purchaser on a yearly basis, to the extent earned.~~

~~The provisions of this Paragraph 45(A) shall survive the Closing and shall be enforceable by the Corporation as a third party beneficiary.~~

~~B. Seller makes no warranty or representation as to when, if ever, Purchaser may obtain possession of the Unit. Notwithstanding the fact that Purchaser has agreed to acquire title to the Unit subject to the tenancy of the non-purchasing tenant or occupant, and although Seller has no intention of causing such tenant or occupant to vacate, it is possible that Seller may acquire vacant possession of the Unit prior to Closing. Purchaser hereby agrees to accept the Unit vacant, at Closing, if Seller can so deliver the Unit.~~

~~C. Seller shall assign and turn over to Purchaser any tenant security deposit that Seller is actually holding (principal plus interest, if any) upon receiving from the Purchaser a proper acceptance of assignment and receipt and indemnification therefore, except that the Seller shall have the right prior to the Closing to apply such security deposit as may be necessary to the payment of the unpaid rent and other charges due from any tenant or occupant who has vacated his/her apartment.~~

~~D. The parties shall apportion as of midnight of the day preceding the date of Closing, the rent for the Unit paid by the tenant or occupant thereof for the month of the Closing.~~

~~E. If the tenant or occupant is in arrears in the payment of rent on the Closing Date, rents received after the Closing shall be applied in the following order or priority:~~

~~i. first of the month in which the Closing occurred;~~

~~ii. then to the month preceding the month in which the Closing occurred;~~

~~iii. then to any month or months following the month in which the Closing occurred; and~~

iv. ~~then to the period prior to the month preceding the month in which the Closing occurred. If rents or any portion thereof received by Seller or Purchaser after the Closing are payable to the other party by reason of this allocation, the appropriate sum, less a proportionate share of any reasonable attorney's fees, costs and expenses of collection thereof, shall be promptly paid to the other party, which obligation shall survive the Closing~~.

43. Attached and incorporated as part hereto as **Exhibit "B"** are the House Rules and Smoking Policy of 800 Wellington Court Owners Corporation. Purchaser hereby acknowledges receipt of the House Rules and agrees to follow and conduct him and/or herself in accordance with such rules. Furthermore, Purchaser acknowledges that, pursuant to the 15th Amendment, any unit with direct access to a lower level roof is, unless otherwise classified, is limited to emergency egress only.

44. As an inducement for Seller's acceptance of a mortgage contingency provision to the Contract of Sale, Purchaser represents, to the best of Purchaser's knowledge, that: (a) there are no outstanding liens or judgments against Purchaser; (b) in the last five (5) years Purchaser has not been denied a mortgage or been declined by a cooperative corporation for coop approval; (c) in the last seven (7) years that: (i) there have been no liens or judgments against Purchaser; (ii) Purchaser has not been the subject of a mortgage foreclosure action or a UCC foreclosure proceeding; and (iii) Purchaser has not filed for protection under any federal bankruptcy laws nor made an assignment for the benefit of creditors and Purchaser has no knowledge or intention of doing so prior to Closing. If Purchaser's representations in this provision are untrue in any material respect, then the mortgage contingency provision in the Paragraph of

the Contract of the Sale is waived and null and void.

45. Supplementing Paragraph 19.3., If Purchaser receives a declination from an Institutional Lender, Purchaser, upon request by Seller's attorney, shall provide Seller's attorney with sufficient supporting details as to the reason for Lender's declination. In that event, Purchaser agrees to submit a subsequent application to a Lender of Seller's selection to obtain a mortgage commitment. This Contract shall not be terminated by Purchaser pursuant to Paragraph 19.3 until the secondary lender, if any, issues a declination.

46. Seller and Purchaser acknowledge that Seller has agreed to renovate the unit prior to Closing, subject to the following paragraphs 47-49, which work will be done in substantially the same standard of renovations as performed on previously renovated unit 1B at the apartment complex, which was inspected, and such renovations accepted by Purchaser (the "Work").

47. SELLER MAKES NO HOUSING MERCHANT IMPLIED WARRANTY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS CONTRACT AND THE RENOVATION PLAN OR THE UNIT COVERED HEREBY AND ALL SUCH WARRANTIES ARE EXCLUDED.

48. Seller will deliver to Purchaser such manufacturer's warranties and certificates in its possession covering any appliances and or equipment that are included in the Work, to the extent that same exists and are transferrable at no cost to Seller.

49. Upon substantial completion of the Work, the Purchaser and the Seller shall jointly prepare a comprehensive punchlist (the "Punchlist"). The Seller shall cause its contractor to promptly proceed to complete and correct all items on the Punchlist, provided however completion of the Punchlist shall not delay Closing. Upon completion of all Work on the Punchlist, the Seller shall advise the Purchaser in writing that the Punchlist Work is ready for final inspection and acceptance. Seller shall use commercially reasonable efforts to cause the Punchlist items to be completed prior to the Closing, but in no event later than ninety (90) days after the preparation of the Punchlist. Purchaser agrees to give Seller unrestricted access to the Unit on telephone or e-mail notice to Purchaser after the Closing to complete the Punchlist items. The obligation to complete the Punchlist shall survive the Closing, provided however no portion of the Purchase Price shall be withheld pending completion of the Punchlist.

50. This Agreement may be executed by electronic or facsimile signature and in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument but shall not be effective until each party has executed and delivered a counterpart of the Agreement and Riders thereto to the other party's attorney.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Rider to Contract as of the 28th day of February, 2025

Wellcourt Holding, L.L.C.
a New York limited liability company

Signed by:
By ______________________
E4DD38E44D614F8...
Name: Scott Silverman
Title: Manager

____
Thomas Anderson, Purchaser

Megan Anderson
____
Megan Anderson, Purchaser

SUPPLEMENTAL RIDER TO THE CONTRACT OF SALE
800 EAST 17TH STREET # 1D, BROOKLYN, NEW YORK
SELLER: WELLCOURT HOLDING, L.L.C.
PURCHASERS: THOMAS ANDERSON & MEGAN ANDERSON
DATE: FEBRUARY 28th, 2025

Notwithstanding anything to the contrary previously stated in this Contract of Sale, the above-referenced premises are being transferred subject to the following additional conditions, the terms of which all shall prevail over conflicting provisions contained in the printed portion of the Contract:

1. Supplementing paragraph 7: To the best of Seller's actual knowledge,

"7.3 Presently and during the past 12 months, there are no, and there have been no, visible water leaks into the Unit from the exterior of the Building or from any other Unit, and Seller has not actually received any written notice that there are or have been any such water leaks or water infiltration from the Unit."

"7.4 Presently and during the past 12 months, neither Seller nor any person acting on behalf of Seller has made any written complaint to the Corporation, Managing Agent or any other shareholder of the Corporation regarding bed bugs, rodents, offensive odors, offensive conduct, lack of heat or hot water affecting the Unit.

Supplementing paragraph 7:

On the date of closing, the appliances, plumbing, air conditioning, heating, mechanical and electrical systems, to the extent same are the responsibility of the Seller and not the Corporation, shall be in basic working order and the unit shall be free of active leaks, to the extent they are the responsibility of the shareholder and not the coop. Seller shall maintain the Unit in its present condition, reasonable wear and tear excepted, from the date hereof to the date of closing. If, prior to closing, there are any mechanical, plumbing, heating or electrical problems in the Unit which are the responsibility of the Corporation to repair, Seller, upon learning of or receiving notice of such condition, shall notify the Corporation of same and shall use reasonable efforts to have such problems corrected prior to closing and shall deliver all documentation, if any, regarding such repair to Purchaser at closing. However, neither the existence of same nor the corporation's failure to repair shall entitle Purchaser to delay the closing or to a credit unless the Unit is rendered uninhabitable.

2. Seller shall, promptly after actual receipt thereof, deliver to Purchaser copies of any material notices received from the Corporation or Managing Agent. Notices pertaining to changes in maintenance, assessments, the underlying mortgage or any repairs or renovations to the Unit or Building are deemed material. This is done as an accommodation only. Failure of Seller to provide any notice shall not be a default against Seller and shall not give rise to any rights of set off or cancellation.

3. Purchaser shall be allowed to access the unit up to two (2) times upon reasonable notice prior to closing for the purposes of taking measurements and the like. This does not include access for the appraiser or the final walk through.

4. In the event of the death of either Purchaser, the contract of sale may be terminated and the contract deposit refunded to Purchaser's attorney after Purchaser's attorney delivers Seller's counsel notice of same along with evidence of such death. Notice to Seller shall be provided within 10 days of date of death.

5. Seller has not made any substantial alterations to the unit without the written consent of the corporation or any governmental agency, if such consent was required. Seller shall provide all documentation from the coop regarding any such alterations., if any was required.

6. Seller further represents this transaction is not a short sale.

7. The Contract and all Riders may be executed in more than one counterpart, each of which, when taken together, shall be deemed to be one (1) instrument. The Contract and this Rider may be executed and delivered by facsimile transmission or by email via .pdf format, in each case, with the same force and effect as originals.

8. In the event the premises are encumbered by a coop loan, Seller's attorney shall order the stock and lease from the payoff attorney within ten (10) business days of the official contract date.

9. ~~In the event Seller did not have this apartment registered as their primary residence and Purchaser is hit with an assessment to collect any property tax abatement/reduction after closing that is not offset by an equal credit, Seller shall be responsible to pay this amount. This paragraph shall survive closing for a period of 1 year.~~ (Seller's Rider paragraph 40 controls due to the nature of this Seller)

10. Supplementing Paragraph 18 and provided Purchaser is not in default hereunder, in the event the lender fails to fund the loan after issuance of a written commitment letter for any reason solely related to the coop corporation or management company and wholly unrelated to Purchaser, Purchaser shall be entitled to cancel the contract and receive a full refund of the down payment., upon 10 days' notice to Seller with an opportunity for Seller to provide documentation or information to Lender's satisfaction to fund the loan. In the event that Lender still refuses to fund the loan then the Contract may be cancelled.

11. Seller knows of no material damage to the floors that may be concealed under carpeting or furnishings and knows of no materially damaged walls concealed behind artwork or other furnishings in the Unit. Seller shall repair any material damage to the Unit as a result of the removal of any personal property including, but not limited to, holes in the walls of more than one-half inch in diameter, and deliver the Premises broom clean on the day of Closing.

Delete paragraph 11. Unit being remodeled.

Signed by:

E4DD38E44D5E4FB

Wellcount Holding, L.L.C.

Thomas Anderson

Megan Anderson

Docusign Envelope ID: B592D68B-4584-4DA0-97B1-3459A52EE6DD

EXHIBIT A
DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS SALES

Lead Warning Statement
Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclose
(a) Presence of lead-based paint and/or lead-based paint hazards (*Check (I) or (II) below*).
(I) Known lead-based paint and/or lead-based paint hazards are present in the housing explain).
X (II) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller
X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgments
(c) Purchaser has received copies of all information listed above.
(d) Purchaser has received the pamphlet *Protect your Family from Lead in Your Home.*
(e) Purchaser has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment
Agent has informed the seller of the seller's obligation under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.
Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

WELLCOURT HOLDING L.L.C.
a New York limited liability company

Signed by:
By: ______________________
E4DD38E44B514F8...
Name: Scott Silverman
Title: Manager

Date 2/24/25

____
Thomas Anderson, Purchaser

____
Megan Anderson, Purchaser

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<u>EXHIBIT B</u>

HOUSE RULES

See Attached

HOUSE RULES

1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers and balconies shall not be obstructed in any way.

2. No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.

3. Children shall not play in the public halls, courts (including the planting areas therein), stairways, fire escapes or towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.

4. No public hall of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of all of the Lessees to whose apartments such hall serves as a means of ingress and egress; in the event of disagreement among such Lessees, the Board of Directors shall decide.

5. No Lessee shall make or permit any disturbing noises in the building or do anything or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's apartment between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m. Permitting smoke or other carcinogens to flow into a neighbor's apartment or common space (such as hallways, stairwells, terraces, balconies and catwalks) is prohibited. If smoking takes place in an apartment, it is the responsibility and obligation of the shareholder(s) to make provisions to ensure that any resultant odors or second-hand smoke do not permeate outside of the apartment. Failure to do so may result in legal and/or other action taken by the co-op that could result in a ruling of objectionable conduct and termination of the offender's proprietary lease. Any legal and other fees from such action will be billed back to the offending shareholder(s).

6. No article shall be placed in the halls or on the staircase landings or fire escapes or towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building.

7. No awnings, window air conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the managing agent of the Lessor, nor shall anything be projected out of any window of the building without similar approval. The Lessor or the managing agent shall not unreasonably withhold its consent to the installation of air conditioning units or ventilators, provided: that standard building equipment is used; the contractor installing such equipment is one approved by the Lessor or the managing agent; the electrical wiring involved is sufficient to support the air conditioner or ventilator (if electric) involved; and the Lessee agrees to abide by any rules or regulations of the Lessor and the managing agent in respect of such installation and the use thereof.

8. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor or the managing agent.

9. Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent may direct.

10. Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.

11. Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the building and through the service elevator to the apartments, when such elevator is in operation.

12. Trunks and heavy baggage shall be taken in or out of the building through the service entrance.

13. No velocipedes, bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in the public halls, passageways, areas or courts of the building.

14. Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.

15. No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.

16. No bird or animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be

permitted on elevators or in any of the public portions of the building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building.

17. No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the managing agent.

18. The Lessee shall use available laundry facilities, if any, only upon such days and during such hours as may be designated by the Lessor or the managing agent.

19. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

20. Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets and foyers.

21. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Lessor or its managing agent.

22. The Lessee shall keep the windows of the apartment clean or shall arrange for such cleaning by the Lessor if Lessor provides such service. In case of refusal or neglect of the Lessee during ten days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.

23. The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatsoever with the same by Lessees or members of their families or their guests, employees or permitted subtenants.

24. Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.

25. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

26. If there be a garage in the building, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.

27. No Lessee shall install any plantings on any terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

28. The following rules shall be observed with respect to incinerator or compactor equipment:

(i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.

(ii) Debris should be completely drip-free before it leaves the apartment and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.

(iii) No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m., but shall be left in a neat manner in service elevator area, or other area designated by the managing agent, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.

(iv) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor or as otherwise directed by the managing agent. Bulky items should be left at service elevator area, or other area designated by the managing agent, between 10:00 a.m. and 6:00 p.m. and service employee summoned to dispose of them by way of the service elevator.

(v) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.

(vi) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.

(vii) The superintendent shall be notified of any drippings or moist refuse appearing on incinerator closet floor and corridors.

29. No vehicle belonging to a Lessee or to a member of the family or guest, permitted subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.

30. It is the primary responsibility of the Lessee to report to Lessor the presence of any vermin, insects, carpet beetles, bed bugs or other pests in their apartment. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests and to determine the effectiveness of such treatment. If the Lessor takes measures to control or exterminate, as Lessor shall determine in its sole discretion, (i) carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent, and (ii) in the case of bedbugs, all cost in excess of $800.00 per year for the treatment or for measures taken to control or to exterminate bed bugs in such apartment; and any costs incurred in connection with more than one pre-treatment inspection and one post-treatment inspection shall be the payable by the Lessee. In all cases the foregoing costs required to be paid by the Lessee shall be deemed as additional rent due under the Lease, and all costs incurred or associated with any pre-treatment or preparation as may be required of an apartment in connection with any proposed treatment or extermination of vermin, insects, carpet beetles, bed bugs or other pests, shall also be the sole responsibility of the Lessee and likewise collectible as additional rent due under the Lease.

31. Supplementing Paragraph 58 of the Lease which prohibits smoking within the Apartment, in compliance with New York City Local Law 147, the Board of Directors hereby adopts the following:

Smoking is prohibited in all common areas of all building and grounds, whether indoors or outdoors. Without limitation, this prohibition applies to all hallways, lobbies, elevators, stairways and landings, entry/exit passageways, roof decks, balconies, all recreational areas and common facilities, laundry rooms, indoor and outdoor parking lots, all basement/cellar areas, as well as within 25 feet (7.5 meters) of all building entrances, outdoor air intakes and operable windows.

"Smoking" is defined as inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or any form of vapor or electronic smoking device that contains tobacco or any smoking material, including marijuana.

32. Storage Units may be used only for personal storage purposes, provided that no materials which pose a health or safety threat, or which otherwise create a material nuisance may be stored therein, except that the Sponsor shall have the right to use any unsold Storage Unit for any lawful purpose or to change the permitted use of any unsold Storage Unit, subject however to the provisions of the By-Laws.

    Lessees will be responsible for providing locks or other devices to secure their respective Storage Units and are advised that any materials stored in the Storage Units will be at their own risk. There will be no drains in the floor of the room containing the Storage Units, and the Storage Units may therefore be susceptible to water damage, necessitating that items be kept off the floor or in water-proof containers.

    Neither the Lessor, the Board of Directors or the Corporation's Managing Agent shall be liable or responsible for any loss or damage to personal property contained in the Storage Unit. The Lessee waives any and all claims against the Lessor, Board of Directors and Managing Agent and agrees to save the Lessor, Board of Directors and Managing Agent harmless from all liability, loss, damage and expense relating to damage to or loss of personal property in the Storage Unit.

    Lessees may not paint or otherwise decorate the outside of the Storage Units.

These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor, provided that such resolution is adopted by the affirmative vote of not less than two-thirds of the Directors then in office.