

APPLICATION FOR RENTAL

Rental Application for **The Copper**

Notice: All adult applicants (18 years or older) must complete a separate application for rental.

APPLICANT INFORMATION			
LAST NAME Zorzy		FIRST NAME Peter	M.I. SUFFIX
SSN ***-**-****		BIRTH DATE 10/18/1968	PHONE - TYPE (203) 482 - 4207 - Mobile
EMAIL Peterzorzy@yahoo.com			
EMERGENCY CONTACT			
NAME Stephanie Zorzy		ADDRESS 41 longbow, Wading River, 40 11792	
PHONE (631) 525 - 2455	EMAIL ADDRESS Stephzorzy@yahoo.com		RELATIONSHIP sister
CURRENT ADDRESS			
STREET ADDRESS 25 Captree island		CITY Babylon	STATE NY
ZIP 11702			
MOVE IN DATE	MOVE OUT DATE current	MONTHLY RENT \$9,700.00 / Mo.	
EMPLOYMENT & INCOME INFORMATION			
OCCUPATION General Manager		EMPLOYER/COMPANY Advantage Chevrolet	
SUPERVISOR Fred Ippolito	SUPERVISOR PHONE (516) 477 - 1700	SALARY \$500,000.00/Yr.	START DATE
EMPLOYER ADDRESS 1575 86th street	CITY Brooklyn	STATE NY	ZIP 11228
BACKGROUND INFORMATION			
Have you ever filed for bankruptcy? NO		Have you ever willfully refused to pay rent when due? NO	
Have you ever been evicted from a tenancy or left owing money? NO		Have you ever been convicted of a crime? NO	
VEHICLE INFORMATION			
1. MAKE Chevy		MODEL Blazer EV	YEAR 2024
COLOR White		PLATE 6108102	STATE NY
2. MAKE Landrover		MODEL Defender	YEAR 2023
COLOR White		PLATE Kpu2010	STATE NY
SUPPLEMENTAL QUESTIONS			
Will the tenant be receiving stove knob covers from property? ☒ Yes, I want stove knob covers or replacement stove knob covers for my stove, and I have a child under age six residing in my apartment.			
Window Guards: ☒ Children 10 years of age or younger live in my apartment			
Were you referred by a broker? NO			
I (we) have seen the actual apartment for which I (we) are applying?: NO			

Preferred Mailing Address:

25 Captree island, Babylon, NY 11702 - US

NEW YORK CITY TENANT FAIR CHANCE ACT

Pursuant to the laws of the federal government, New York State, and NYC Admin. Code § 20-807 et seq., we are required to provide you with the following disclosure:

- 1) The application information you provide will be used by this community's owner or designated agent (the "Owner") to obtain a tenant screening report on you, and the Owner may use this report to determine your suitability for housing.
- 2) If your application is denied or other adverse action is taken against you on the basis of information contained in the tenant screening report, the Owner must tell you that such action was taken and provide you with the contact information of the screening company that provided the tenant screening report.
- 3) You may obtain a free copy of the report and dispute inaccurate or incorrect information on the report directly with the screening company at: Attn: On-Site c/o RealPage, 2201 Lakeside Boulevard, Richardson, TX 75082; 1-877-222-0384; www.on-site.com/renter-relations/.
- 4) You are entitled to one free tenant screening report from each national consumer reporting agency annually, in addition to a credit report which can be obtained from www.annualcreditreport.com.

APPLICATION CONSENT

I hereby warrant that all statements set forth above are true.

I understand that a consumer report and/or an investigative consumer report may be requested in connection with my prospective or continuing housing or guarantor application with **The Copper** through RP On-Site LLC (On-Site). I understand that these reports may include information concerning my character, employment and income verification, general reputation, personal characteristics, public records information, criminal records information, education, qualifications, motor vehicle record, mode of living, credit and indebtedness information, and any other information which may reflect upon my potential for tenancy or guarantor status gathered from any individual, organization, entity, agency, or other source which may have knowledge concerning any such items of information.

I understand that **The Copper** may require income and employment verification in connection with my application. I further understand that income and employment verification require access to my employment, income, and payroll related information. I authorize and consent to the access to, use, and release of such information by On-Site, Trans Union LLC, and other applicable credit bureaus for the purpose of providing the verification services in relation to my application and during the course of any ongoing lease obligation arising from such application.

I understand that if an investigative consumer report is requested about me, I have the right to make a written request to **The Copper**, within a reasonable period of time, for complete and accurate disclosure of the nature and scope of the investigation requested.

I consent to the delivery of all notices or disclosures required by law via any medium so chosen by **The Copper** or On-Site, including but not limited to email or other electronic transmission. I understand that all notices shall be deemed received upon being sent.

By submitting this application, I certify that I have read and fully understand the disclosures and my rights detailed above and authorize On-Site to obtain, for the purpose of determining my eligibility for initial or continued tenancy or guarantor status, a consumer report and/or investigative consumer report and to disclose all information obtained by On-Site to **The Copper**, its affiliates, and assigns now and in the future. I also certify that I have read and fully understand my rights under the FCRA available at <https://www.on-site.com/resources/consent/fcraDisclosuresConsent.pdf>.

I understand that, upon written request, I will be informed whether or not a consumer report or an investigative consumer report was requested and, if such a report was requested, informed of the name and address of the credit reporting agency that furnished the report. With regard to "investigative consumer reports", I further understand that when I receive the name and address of the consumer reporting agency, I may request a copy of such report by contacting such agency. I acknowledge that I have received and read Article 23-A of the New York Correction Law (<https://www.on-site.com/resources/consent/correctionLawArticle23a.pdf>)

☒ Application consent was digitally accepted by Peter Zorzy

**Signed by Peter Zorzy**

Fri Jan 17 2025 08:26:57 PM EST

Key: 7AA8C9DD; IP Address: 47.16.177.202

Peter Zorzy (Applicant)

Date

The following charge(s) will appear on your card statement as "ClickPay"

Application Fee - Charge Details

Name on Card	Account Number	Reference Number	Authorized
Peter Zorzy	XXXXXXXXXXXX3008	15449549	\$21.50

This card has been authorized for the amount above and will be charged when the application is processed.

Initials:



California Required Notices

This report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records, and information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report.

An investigative consumer reporting agency shall provide a consumer seeking to obtain a copy of a report or making a request to review a file, a written notice in simple, plain English and Spanish setting forth the terms and conditions of his or her right to receive all disclosures, as provided in CA Civil Code Section 1786.26.

This report was prepared using software provided by RP On-Site LLC, which can be contacted at: 2201 Lakeside Blvd., Richardson, TX 75082; 1-877-222-0384; or <https://www.on-site.com/request-rental-report-or-submit-dispute/>.

Avisos obligatorios en el estado de California

El presente informe no garantiza la exactitud ni la veracidad de la información con respecto al tema de investigación, sino únicamente que es una copia exacta de los registros públicos y es posible que la información generada como consecuencia del robo de identidad, incluidos los registros de antecedentes delictivos, se haya asociado por error con el consumidor objeto del presente informe.

Una agencia de investigación de verificación de crédito proporcionará al consumidor que desee obtener una copia de un informe o que solicite la revisión de un archivo un aviso por escrito en inglés y español, escrito en un lenguaje simple y claro, que establezca los términos y condiciones de su derecho a recibir todas las divulgaciones conforme a la Sección 1786.26 del Código Civil de California.

Este informe se preparo con el software proporcionado pro RP On-Site LLC, que puede contractarse en: 2201 Lakeside Blvd., Richardson, TX 75082; 1-877-222-0384; or <https://www.on-site.com/request-rental-report-or-submit-dispute/>.

Rental Report for Peter Zorzy**The property's screening criteria result****PENDING**

There is screening pending and no overall recommendation yet. Any scores are preliminary, and do not necessarily reflect the final recommendation.

Score for Peter Zorzy: 713

		Importance	Result
AI Score		Pass/Fail	👍
No Credit		Pass/Conditional	👍
Total annual income to rent ratio exceeds 40.0		Pass/Fail	PENDING
May have been through a bankruptcy		Pass/Fail	👍
No unpaid rental collections		Pass/Fail	👍
Employment verification must not be Verified False		Pass/Fail	PENDING
Criminal and Other Public Records: Felony Convictions		Pass/Fail	👍
Total Considered Felony Convictions	None	Pass/Fail	👍
Alcohol	None ever	Pass/Fail	👍
Bad Check	None ever	Pass/Fail	👍
Criminal Other	None ever	Pass/Fail	👍
Drug Manufacture Distribution	None ever	Pass/Fail	👍
Drug Marijuana Use	None ever	Pass/Fail	👍
Drug Meth Manufacture	None ever	Pass/Fail	👍
Drug Use	None ever	Pass/Fail	👍
Fraud	None ever	Pass/Fail	👍



Rental Report for Peter Zorzy, 1/19/2025 at The Copper

Government Obstruction	None ever	Pass/Fail	
Kidnapping	None ever	Pass/Fail	
Property Destruction	None ever	Pass/Fail	
Property Other	None ever	Pass/Fail	
Property Theft	None ever	Pass/Fail	
Prostitution	None ever	Pass/Fail	
Sex Offense Coerced	None ever	Pass/Fail	
Sex Offense Willful	None ever	Pass/Fail	
Society Other	None ever	Pass/Fail	
Violent Fatal	None ever	Pass/Fail	
Violent Non Fatal	None ever	Pass/Fail	
Weapons	None ever	Pass/Fail	
Wildlife	None ever	Pass/Fail	
Criminal and Other Public Records: Misdemeanor Convictions		Pass/Fail	
Total Considered Misdemeanor Convictions	None	Pass/Fail	
Alcohol	None ever	Pass/Fail	
Bad Check	None ever	Pass/Fail	
Criminal Other	None ever	Pass/Fail	
Drug Manufacture Distribution	None ever	Pass/Fail	
Drug Marijuana Use	None ever	Pass/Fail	
Drug Meth Manufacture	None ever	Pass/Fail	
Drug Use	None ever	Pass/Fail	
Fraud	None ever	Pass/Fail	
Government Obstruction	None ever	Pass/Fail	
Kidnapping	None ever	Pass/Fail	
Property Destruction	None ever	Pass/Fail	
Property Other	None ever	Pass/Fail	
Property Theft	None ever	Pass/Fail	
Prostitution	None ever	Pass/Fail	
Sex Offense Coerced	None ever	Pass/Fail	
Sex Offense Willful	None ever	Pass/Fail	
Society Other	None ever	Pass/Fail	
Violent Fatal	None ever	Pass/Fail	
Violent Non Fatal	None ever	Pass/Fail	
Weapons	None ever	Pass/Fail	
Wildlife	None ever	Pass/Fail	
Is not a registered sex offender		Pass/Fail	

Credit Quick Summary		
Total annual income (reported by Applicant)	\$500,000.00	
Total verified annual income	\$0.00	
Total verified combined annual income to rent ratio	0.0 (based on rent of \$10,500.00)	
Total number of accounts	26	
Accounts with no late payments	26 (0 unpaid past due)	
Accounts paid 30-59 days past due	0 (0 unpaid past due)	
Accounts paid 60-89 days past due	0 (0 unpaid past due)	
Accounts paid more than 90 days past due	0 (0 unpaid past due)	
Total outstanding balance	\$1,689,784.00 (\$0.00 past due)	
Outstanding revolving debt	\$7,149.00 (0% of limit) (\$0.00 past due)	
Outstanding loan balance	\$1,682,635.00 (\$0.00 past due)	
Bankruptcies, foreclosures, and legal items	0	
Collection total balance (includes past due)	\$0.00	
Rental History records found	0	

Identity	From Application	From Equifax
Name:	Peter Zorzy	PETE J. ZORZY PETER JAMES ZORZY
SSN:	***_**_****	***_**_****
Birth Date:	10/**/1968	10/**/1968

Addresses	From Application	From Equifax
	25 Captree island Babylon, NY 11702 - US	4630 CAPTREE IS. CAPTREE ISLAND, NY 11702 (Applicant) Reported 1/2025 26 THE HELM EAST ISLIP, NY 11730 (Applicant) Reported 6/2024 280 SUYDAM LN. BAYPORT, NY 11705 (Applicant) Reported 5/2024 51 RIVERVIEW CT. OAKDALE, NY 11769 (Applicant) Reported 4/2022 4 CHURCH HILL LN. REDDING, CT 06896 (Applicant) Reported 9/2016 16060 20TH AVE. WHITESTONE, NY 11357 (Applicant) Reported 4/2015 50 PORTER PL. GLEN COVE, NY 11542 (Applicant) Reported 2/2011

Employment	From Application	From Equifax
Applicant:	General Manager Advantage Chevrolet \$500,000.00/Yr. Total annual Income: \$500,000.00	GENERAL MANAGER ATLANTIC AUTO GROUP 26 THE HELM SPORTIQUE MOTOR

Income Verifications



Rental Report for Peter Zorzy, 1/19/2025 at The Copper

Requested For Peter Zorzy			Requested Date 1/17/2025	
Date 1/17/2025	Consumer Provided Income Source Document		Verified Annual Income \$0.00 *Income amount used in scoring	
Pay Period	Document Type PAYSTUB	Employee Name	Employer Name	Pay Amount \$0.00
Pay Period	Document Type PAYSTUB	Employee Name	Employer Name	Pay Amount \$0.00

From RealPage				
Requested For Peter Zorzy Requested Date 1/19/2025	Employer Advantage Chevrolet	Position Held General Manager	Annual Salary \$500,000.00	Supervisor Fred Ippolito (516) 477 - 1700
	Results Pending			

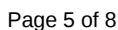
Criminal and Other Public Records				
Requested For Peter Zorzy	Location Searched Multistate Search	Period Searched 1/19/2018 - 1/19/2025	Requested 1/19/2025	Returned 1/19/2025
Results No Records Found				

National Sex Offender Registry History		
Requested For Peter Zorzy	Date Requested 1/19/2025	Date Returned 1/19/2025
Results No Records Found		

Restricted Person Search		
Requested For Peter Zorzy	Requested 1/19/2025	Returned 1/19/2025
Results No Records Found		

Risk Models		
From RealPage		
Risk Model Name RealPage AI Score (Applicant)	Score 713	Score Factors Tradeline scoring Debt-to-income ratio Credit Score Rental Payment History
	Description RealPage AI Score uses machine-learning and data patterns in credit score, debt/liability types, trade lines, rental payment history, and renter behavior to achieve reduced bad debt. The RealPage AI Score range is between 1 and 1000 (the higher the score, the less risky the consumer).	

From Equifax		
Risk Model Name Credit Score (Applicant)	Score 731	Score Factors The balances on your accounts are too high compared to loan amounts The date that you opened your oldest account is too recent Your largest credit limit on open bankcard or revolving accounts is too low Total of all balances on bankcard or revolving accounts is too high
	Description This credit score is a widely used risk model that uses credit report data to predict the likelihood of default. The credit score range is between 300 and 850 (the higher the score, the less risky the consumer).	

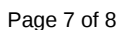
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Rental Report for Peter Zorzy, 1/19/2025 at The Copper

Account Name FREEDOM MORTGAGE (Applicant)	Opened 8/2015	Last Active 8/2015	30-59	60-89	90+	Past Due	Balance \$0.00
	Monthly Payment	High Credit \$1,000,000.00	Type MORTGAGE	Comments Rate/Status 1: Pays account as agreed			
Account Name JPMCB - HOME LENDING (Applicant)	Opened 2/2014	Last Active 7/2015	30-59	60-89	90+	Past Due	Balance \$0.00
	Monthly Payment	High Credit \$924,000.00	Type MORTGAGE	Comments Rate/Status 1: Pays account as agreed			
Account Name JPMCB AUTO FINANCE (Applicant)	Opened 6/2016	Last Active 12/2019	30-59	60-89	90+	Past Due	Balance \$0.00
	Monthly Payment	High Credit \$83,988.00	Type INSTALLMENT	Comments FIXED RATE Rate/Status 1: Pays account as agreed			
	Payment History 0 2/20 12/19 10/19 8/19 6/19 4/19 2/19 12/18 10/18 8/18 6/18 4/18						
Account Name BETHPAGE FEDERAL CU (Applicant)	Opened 6/2017	Last Active 5/2021	30-59	60-89	90+	Past Due	Balance \$0.00
	Monthly Payment	High Credit \$52,171.00	Type INSTALLMENT	Comments FIXED RATE Rate/Status 1: Pays account as agreed			
	Payment History 0 7/21 5/21 3/21 1/21 11/20 9/20 7/20 5/20 3/20 1/20 11/19 9/19						
Account Name JPMCB AUTO FINANCE (Applicant)	Opened 7/2019	Last Active 10/2021	30-59	60-89	90+	Past Due	Balance \$0.00
	Monthly Payment	High Credit \$41,666.00	Type INSTALLMENT	Comments Rate/Status 1: Pays account as agreed			
	Payment History 0 12/21 10/21 8/21 6/21 4/21 2/21 12/20 10/20 8/20 6/20 4/20 2/20						
Account Name TOYOTA FINANCIAL SER (Applicant)	Opened 10/2016	Last Active 12/2017	30-59	60-89	90+	Past Due	Balance \$0.00
	Monthly Payment	High Credit \$40,149.00	Type INSTALLMENT	Comments Rate/Status 1: Pays account as agreed			
Account Name TD AUTO FINANCE (Applicant)	Opened 10/2014	Last Active 10/2015	30-59	60-89	90+	Past Due	Balance \$0.00
	Monthly Payment	High Credit \$39,504.00	Type INSTALLMENT	Comments Rate/Status 1: Pays account as agreed			
Account Name TOYOTA FINANCIAL SER (Applicant)	Opened 10/2016	Last Active 6/2017	30-59	60-89	90+	Past Due	Balance \$0.00
	Monthly Payment	High Credit \$38,466.00	Type INSTALLMENT	Comments Rate/Status 1: Pays account as agreed			

Rental Report for Peter Zorzy, 1/19/2025 at The Copper

Account Name REGIONS BANK (Applicant)	Opened 8/2015	Last Active 2/2022	30-59	60-89	90+	Past Due	Balance \$0.00
	Monthly Payment	High Credit \$34,000.00	Type INSTALLMENT	Comments Rate/Status 1: Pays account as agreed			
	Payment History 0 4/ 2/ 12/ 10/ 8/ 6/ 4/ 2/ 12/ 10/ 8/ 6/ 22 22 21 21 21 21 21 21 20 20 20 20						
Account Name KEYBANK NA (Applicant)	Opened 6/2014	Last Active 6/2016	30-59	60-89	90+	Past Due	Balance \$0.00
	Monthly Payment	High Credit \$25,371.00	Type INSTALLMENT	Comments Rate/Status 1: Pays account as agreed			
	Payment History 0 4/ 2/ 12/ 10/ 8/ 6/ 4/ 2/ 12/ 10/ 8/ 6/ 22 22 21 21 21 21 21 21 20 20 20 20						
Account Name JPMCB AUTO FINANCE (Applicant)	Opened 12/2011	Last Active 11/2014	30-59	60-89	90+	Past Due	Balance \$0.00
	Monthly Payment	High Credit \$21,167.00	Type INSTALLMENT	Comments Rate/Status 1: Pays account as agreed			
	Payment History 0 4/ 2/ 12/ 10/ 8/ 6/ 4/ 2/ 12/ 10/ 8/ 6/ 22 22 21 21 21 21 21 21 20 20 20 20						
Account Name NISSAN-INFINITI LT (Applicant)	Opened 11/2015	Last Active 9/2016	30-59	60-89	90+	Past Due	Balance \$0.00
	Monthly Payment	High Credit \$17,599.00	Type INSTALLMENT	Comments Rate/Status 1: Pays account as agreed			
	Payment History 0 4/ 2/ 12/ 10/ 8/ 6/ 4/ 2/ 12/ 10/ 8/ 6/ 22 22 21 21 21 21 21 21 20 20 20 20						
Account Name HYUNDAI MOTOR FINANC (Applicant)	Opened 11/2021	Last Active 9/2022	30-59	60-89	90+	Past Due	Balance \$0.00
	Monthly Payment	High Credit \$16,186.00	Type INSTALLMENT	Comments Rate/Status 1: Pays account as agreed			
	Payment History 0 4/ 2/ 12/ 10/ 8/ 6/ 4/ 2/ 12/ 10/ 8/ 6/ 22 22 21 21 21 21 21 21 20 20 20 20						
Account Name BANK OF AMERICA (Applicant)	Opened 9/2021	Last Active 5/2023	30-59	60-89	90+	Past Due	Balance \$0.00
	Monthly Payment	High Credit \$4,276.00	Type REVOLVING	Comments Rate/Status 1: Pays account as agreed			
	Payment History 0 4/ 2/ 12/ 10/ 8/ 6/ 4/ 2/ 12/ 10/ 8/ 6/ 22 22 21 21 21 21 21 21 20 20 20 20						
Account Name THD/CBNA (Applicant)	Opened 4/2014	Last Active 6/2021	30-59	60-89	90+	Past Due	Balance \$0.00
	Monthly Payment	High Credit \$3,628.00	Type REVOLVING	Comments Rate/Status 1: Pays account as agreed			
	Payment History 0 4/ 2/ 12/ 10/ 8/ 6/ 4/ 2/ 12/ 10/ 8/ 6/ 22 22 21 21 21 21 21 21 20 20 20 20						
Account Name SYNCB/HOME DESIGN NA (Applicant)	Opened 7/2007	Last Active 12/2009	30-59	60-89	90+	Past Due	Balance \$0.00
	Monthly Payment	High Credit \$3,041.00	Type REVOLVING	Comments Rate/Status 1: Pays account as agreed			
	Payment History 0 4/ 2/ 12/ 10/ 8/ 6/ 4/ 2/ 12/ 10/ 8/ 6/ 22 22 21 21 21 21 21 21 20 20 20 20						



Rental Report for Peter Zorzy, 1/19/2025 at The Copper

Account Name BEST BUY/CBNA (Applicant)	Opened 3/2014	Last Active 9/2014	30-59	60-89	90+	Past Due	Balance \$0.00																																																																																													
	Monthly Payment	High Credit \$2,746.00	Type REVOLVING	Comments Rate/Status 1: Pays account as agreed																																																																																																
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Account Name THD/CBNA (Applicant)	Opened 3/2003	Last Active 8/2011	30-59	60-89	90+	Past Due	Balance \$0.00																																																																																													
	Monthly Payment	High Credit \$2,558.00	Type REVOLVING	Comments CONSUMER DISPUTES THIS ACCOUNT INFORMATION Rate/Status 1: Pays account as agreed																																																																																																
Account Name SYNCB/SLEEPYS (Applicant)	Opened 11/2010	Last Active 5/2011	30-59	60-89	90+	Past Due	Balance \$0.00																																																																																													
	Monthly Payment	High Credit \$1,965.00	Type REVOLVING	Comments Rate/Status 1: Pays account as agreed																																																																																																
Account Name SYNCB/SLEEPYS (Applicant)	Opened 7/2007	Last Active	30-59	60-89	90+	Past Due	Balance \$0.00																																																																																													
	Monthly Payment	High Credit \$0.00	Type REVOLVING	Comments Rate/Status 1: Pays account as agreed																																																																																																

Previous Credit Inquiries

From Equifax

8/2023	DISA GLOBAL SOLUTION (Applicant)
6/2023	COASTAL STATES BANK (Applicant)

NEW YORK STATE
DRIVER LICENSE

NOT FOR
FEDERAL
PURPOSES

Mark J. Schroeder
Commissioner of Motor Vehicles

ID **412 385 518**

Class **D**

**ZORZY
PETER, J**

**4630 CAPTREE IS
CAPTREE ISLAND, NY 11702**

DOB **10/18/1968**

Issued **08/21/2023**

Expires **10/18/2031**

E **NONE**

R **B**

Sex **M** Height **5'-11"** Eyes **BLU**



**OCT
68**



**PETER 10P
CY PETER ZORZY**

OCT 18 68

Peter J. Zorzy
CC L CC

Filing Status ☐ Single ☒ Married filing jointly ☐ Married filing separately (MFS) ☐ Head of household (HOH) ☐ Qualifying surviving spouse (QSS)
 Check only one box. If you checked the MFS box, enter the name of your spouse. If you checked the HOH or QSS box, enter the child's name if the qualifying person is a child but not your dependent.

Your first name and middle initial PETER J		Last name ZORZY		Your social security number XXX-XX-XXXX	
If joint return, spouse's first name and middle initial GINA		Last name MOSS-ZORZY		Spouse's social security number XXX-XX-XXXX	
Home address (number and street). If you have a P.O. box, see instructions. 26 THE HELM				Apt. no.	
City, town, or post office. If you have a foreign address, also complete spaces below. EAST ISLIP				State NY	
				ZIP code 11730	
Foreign country name		Foreign province/state/county		Foreign postal code	
Presidential Election Campaign Check here if you, or your spouse if filing jointly, want \$3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse					

Digital Assets At any time during 2022, did you: (a) receive (as a reward, award, or payment for property or services); or (b) sell, exchange, gift, or otherwise dispose of a digital asset (or a financial interest in a digital asset)? (See instructions.) ☐ Yes ☒ No

Standard Deduction Someone can claim: ☐ You as a dependent ☐ Your spouse as a dependent
☐ Spouse itemizes on a separate return or you were a dual-status alien

Age/Blindness You: ☐ Were born before January 2, 1958 ☐ Are blind Spouse: ☐ Was born before January 2, 1958 ☐ Is blind

(1) First name		(2) Social security number		(3) Relationship to you	(4) Check if qualifies for (see instructions):	
Last name					Child tax credit	Credit for other dependents
Alexa	ZORZY	XXX-XX-XXXX		DAUGHTER	☐	☒
					☐	☐
					☐	☐
					☐	☐

Income		1a Total amount from Form(s) W-2, box 1 (see instructions)		1a	2,049,003
		b Household employee wages not reported on Form(s) W-2		1b	
		c Tip income not reported on line 1a (see instructions)		1c	
		d Medicaid waiver payments not reported on Form(s) W-2 (see instructions)		1d	
		e Taxable dependent care benefits from Form 2441, line 26		1e	
		f Employer-provided adoption benefits from Form 8839, line 29		1f	
		g Wages from Form 8919, line 6		1g	
		h Other earned income (see instructions)		1h	
		i Nontaxable combat pay election (see instructions)		1i	
		z Add lines 1a through 1h		1z	2,049,003
Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.		2a Tax-exempt interest		2a	634
		3a Qualified dividends		3a	1,747
		4a IRA distributions		4a	
		5a Pensions and annuities		5a	
		6a Social security benefits		6a	
		b Taxable interest		2b	11
		b Ordinary dividends		3b	1,763
		b Taxable amount		4b	
		b Taxable amount		5b	
		b Taxable amount		6b	
		c If you elect to use the lump-sum election method, check here (see instructions)			
		7 Capital gain or (loss). Attach Schedule D if required. If not required, check here		7	(944)
		8 Other income from Schedule 1, line 10		8	115,482
		9 Add lines 1z, 2b, 3b, 4b, 5b, 6b, 7, and 8. This is your total income		9	2,165,315
		10 Adjustments to income from Schedule 1, line 26		10	
		11 Subtract line 10 from line 9. This is your adjusted gross income		11	2,165,315
		12 Standard deduction or itemized deductions (from Schedule A)		12	33,330
		13 Qualified business income deduction from Form 8995 or Form 8995-A		13	
		14 Add lines 12 and 13		14	33,330
		15 Subtract line 14 from line 11. If zero or less, enter -0-. This is your taxable income		15	2,131,985

Tax and Credits

16	Tax (see instructions). Check if any from Form(s): 1 ☐ 8814 2 ☐ 4972 3 ☐	16	723,086
17	Amount from Schedule 2, line 3	17	
18	Add lines 16 and 17	18	723,086
19	Child tax credit or credit for other dependents from Schedule 8812	19	
20	Amount from Schedule 3, line 8	20	
21	Add lines 19 and 20	21	0
22	Subtract line 21 from line 18. If zero or less, enter -0-	22	723,086
23	Other taxes, including self-employment tax, from Schedule 2, line 21	23	16,477
24	Add lines 22 and 23. This is your total tax .	24	739,563

Payments

25	Federal income tax withheld from:		
a	Form(s) W-2	25a	547,572
b	Form(s) 1099	25b	
c	Other forms (see instructions)	25c	16,522
d	Add lines 25a through 25c	25d	564,094
26	2022 estimated tax payments and amount applied from 2021 return	26	
27	Earned income credit (EIC)	27	
28	Additional child tax credit from Schedule 8812	28	
29	American opportunity credit from Form 8863, line 8	29	
30	Reserved for future use	30	
31	Amount from Schedule 3, line 15	31	
32	Add lines 27, 28, 29, and 31. These are your total other payments and refundable credits	32	0
33	Add lines 25d, 26, and 32. These are your total payments .	33	564,094

Refund

34	If line 33 is more than line 24, subtract line 24 from line 33. This is the amount you overpaid.	34	0
35a	Amount of line 34 you want refunded to you. If Form 8888 is attached, check here. ☐	35a	0
b	Routing number	c Type	☐ Checking ☐ Savings
d	Account number		
36	Amount of line 34 you want applied to your 2023 estimated tax.	36	

Amount You Owe

37	Subtract line 33 from line 24. This is the amount you owe. For details on how to pay, go to www.irs.gov/Payments or see instructions.	37	175,469
38	Estimated tax penalty (see instructions)	38	

Third Party Designee

Do you want to allow another person to discuss this return with the IRS? See instructions

☒ Yes. Complete below. ☐ No

Designee's name **Chris Baldi CPA** Phone no. **631-629-5830** Personal identification number (PIN) **0 5 2 2 8**

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature **57985** Date **04-18-2023** Your occupation **DIRECTOR OF SALES** If the IRS sent you an Identity Protection PIN, enter it here (see inst.)

Spouse's signature. If a joint return, both must sign. Date **04-18-2023** Spouse's occupation **REALTOR** If the IRS sent your spouse an Identity Protection PIN, enter it here (see inst.)

Phone no. **203-482-4207** Email address **GINAZORZY@ME.COM**

Paid Preparer Use Only

Preparer's signature **Chris Baldi CPA** Date **09-05-2023** PTIN **XXXXXXXXXX** Check if: ☒ Self-employed

Preparer's name **Chris Baldi CPA** Phone no. **631-629-5830**

Firm's name **Christopher Baldi CPA MST**

Firm's address **200 Motor Parkway Suite A5 Hauppauge, NY 11788** Firm's EIN **92-0952088**

Go to www.irs.gov/Form1040 for instructions and the latest information.

Form 1040 (2022)

EEA

For the year Jan. 1-Dec. 31, 2023, or other tax year beginning _____, 2023, ending _____ See separate instructions.

Your first name and middle initial PETER J	Last name ZORZY	Your social security number XXX-XX-4719
If joint return, spouse's first name and middle initial	Last name	Spouse's social security number XXX-XX-7207

Home address (number and street). If you have a P.O. box, see instructions. Apt. no.
25 CAPTREE ISLAND

City, town, or post office. If you have a foreign address, also complete spaces below. State ZIP code
BABYLON NY 11702

Foreign country name Foreign province/state/county Foreign postal code
Foreign country name Foreign province/state/county Foreign postal code

☐ You ☐ Spouse

Filing Status ☐ Single ☐ Head of household (HOH)
☐ Married filing jointly (even if only one had income)
Check only ☒ Married filing separately (MFS) ☐ Qualifying surviving spouse (QSS)
one box.
If you checked the MFS box, enter the name of your spouse. If you checked the HOH or QSS box, enter the child's name if the qualifying person is a child but not your dependent **GINA MOSS-ZORZY**

Digital Assets At any time during 2023, did you: (a) receive (as a reward, award, or payment for property or services); or (b) sell, exchange, or otherwise dispose of a digital asset (or a financial interest in a digital asset)? (See instructions.) ☐ Yes ☒ No

Standard Deduction Someone can claim: ☐ You as a dependent ☐ Your spouse as a dependent
☒ Spouse itemizes on a separate return or you were a dual-status alien

Age/Blindness You: ☐ Were born before January 2, 1959 ☐ Are blind Spouse: ☐ Was born before January 2, 1959 ☐ Is blind

Dependents (see instructions):

(1) First name	Last name	(2) Social security number	(3) Relationship to you	(4) Check if qualifies for (see instructions): Child tax credit	Credit for other dependents
				☐	☐
				☐	☐
				☐	☐
				☐	☐

If more than four dependents, see instructions and check here ☐

Income

1a	Total amount from Form(s) W-2, box 1 (see instructions)	1a	1,162,113
b	Household employee wages not reported on Form(s) W-2	1b	
c	Tip income not reported on line 1a (see instructions)	1c	
d	Medicaid waiver payments not reported on Form(s) W-2 (see instructions)	1d	
e	Taxable dependent care benefits from Form 2441, line 26	1e	
f	Employer-provided adoption benefits from Form 8839, line 29	1f	
g	Wages from Form 8919, line 6	1g	
h	Other earned income (see instructions)	1h	
i	Nontaxable combat pay election (see instructions)	1i	
z	Add lines 1a through 1h	1z	1,162,113

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.
If you did not get a Form W-2, see instructions.

2a	Tax-exempt interest	2a	360	b	Taxable interest	2b	1
3a	Qualified dividends	3a	944	b	Ordinary dividends	3b	949
4a	IRA distributions	4a		b	Taxable amount	4b	
5a	Pensions and annuities	5a		b	Taxable amount	5b	
6a	Social security benefits	6a		b	Taxable amount	6b	

Attach Sch. B if required.

Standard Deduction for-

- Single or Married filing separately, \$13,850
- Married filing jointly or Qualifying surviving spouse, \$27,700
- Head of household, \$20,800
- If you checked any box under Standard Deduction, see instructions.

c	If you elect to use the lump-sum election method, check here (see instructions)		
7	Capital gain or (loss). Attach Schedule D if required. If not required, check here	7	(1,500)
8	Additional income from Schedule 1, line 10	8	101,265
9	Add lines 1z, 2b, 3b, 4b, 5b, 6b, 7, and 8. This is your total income	9	1,262,828
10	Adjustments to income from Schedule 1, line 26	10	
11	Subtract line 10 from line 9. This is your adjusted gross income	11	1,262,828
12	Standard deduction or itemized deductions (from Schedule A)	12	44,826
13	Qualified business income deduction from Form 8995 or Form 8995-A	13	
14	Add lines 12 and 13	14	44,826
15	Subtract line 14 from line 11. If zero or less, enter -0-. This is your taxable income	15	1,218,002

Tax and Credits	16	Tax (see instructions). Check if any from Form(s): 1 ☐ 8814 2 ☐ 4972 3 ☐	16	415,457
	17	Amount from Schedule 2, line 3	17	
	18	Add lines 16 and 17	18	415,457
	19	Child tax credit or credit for other dependents from Schedule 8812	19	
	20	Amount from Schedule 3, line 8	20	
	21	Add lines 19 and 20	21	0
	22	Subtract line 21 from line 18. If zero or less, enter -0-	22	415,457
	23	Other taxes, including self-employment tax, from Schedule 2, line 21	23	9,599
	24	Add lines 22 and 23. This is your total tax	24	425,056

Payments	25	Federal income tax withheld from:		
	a	Form(s) W-2	25a	298,365
	b	Form(s) 1099	25b	
	c	Other forms (see instructions)	25c	8,924
	d	Add lines 25a through 25c	25d	307,289
	26	2023 estimated tax payments and amount applied from 2022 return	26	
	27	Earned income credit (EIC)	27	
	28	Additional child tax credit from Schedule 8812	28	
	29	American opportunity credit from Form 8863, line 8	29	
	30	Reserved for future use	30	
	31	Amount from Schedule 3, line 15	31	
	32	Add lines 27, 28, 29, and 31. These are your total other payments and refundable credits	32	0
	33	Add lines 25d, 26, and 32. These are your total payments	33	307,289

Refund	34	If line 33 is more than line 24, subtract line 24 from line 33. This is the amount you overpaid	34	0
	35a	Amount of line 34 you want refunded to you . If Form 8888 is attached, check here. ☐	35a	0
Direct deposit? See instructions.	b	Routing number		
	c	Type: ☒ Checking ☐ Savings		
	d	Account number		
	36	Amount of line 34 you want applied to your 2024 estimated tax	36	

Amount You Owe	37	Subtract line 33 from line 24. This is the amount you owe . For details on how to pay, go to www.irs.gov/Payments or see instructions.	37	121,633
	38	Estimated tax penalty (see instructions)	38	3,866

Third Party Designee	Do you want to allow another person to discuss this return with the IRS? See instructions		☒ Yes. Complete below. ☐ No
	Designee's name Chris Baldi	Phone no. 631-629-5830	Personal identification number (PIN) 05228

Sign Here	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.			
Joint return? See instructions. Keep a copy for your records.	Your signature 52439	Date 08-02-2024	Your occupation DIRECTOR OF SALES	If the IRS sent you an Identity Protection PIN, enter it here (see inst.)
	Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent your spouse an Identity Protection PIN, enter it here (see inst.)
	Phone no. 203-482-4207	Email address GINAZORZY@ME.COM		

Paid Preparer Use Only	Preparer's signature Chris Baldi	Date 08-15-2024	PTIN XXXXXX8672	Check if: ☐ Self-employed
	Preparer's name Chris Baldi	Phone no. 631-629-5830		
	Firm's name Christopher Baldi CPA MST			
	Firm's address 200 Motor Parkway Suite A5 Hauppauge, NY 11788	Firm's EIN 92-0952088		



P.O. Box 15284
Wilmington, DE 19850

PETER ZORZY
4630 CAPTREE IS
CAPTREE ISLAND, NY 11702-4605

BANK OF AMERICA

Preferred Rewards

Customer service information

☎ 1.888.888.RWDS (1.888.888.7937)

En Español: 1.800.688.6086

🌐 bankofamerica.com

✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Adv Relationship Banking Preferred Rewards Platinum Honors

for October 19, 2024 to November 15, 2024

PETER ZORZY

Account number: 4830 9492 9756

Account summary

Beginning balance on October 19, 2024	\$654,659.58
Deposits and other additions	9.42
ATM and debit card subtractions	-0.00
Other subtractions	-17,527.95
Checks	-45,550.00
Service fees	-0.00
Ending balance on November 15, 2024	\$591,591.05

Annual Percentage Yield Earned this statement period: 0.02%.
Interest Paid Year To Date: \$118.57.

zelle

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Message and data rates may apply.

SSM-02-24-0561.B | 6172043



Client Receipt

Thank you for banking with us today.

To help protect you and us from losses if a check(s) is returned unpaid, all deposits are subject to a hold review at any time. It's important you know that deposit holds can result in a reduction of your available balance. For more information, please refer to your Deposit Agreement & Disclosures at bankofamerica.com/deposits/resources/deposit-agreements.go.deposit.

Please save this receipt until you see the transaction completed on your statement. Transactions are credited subject to verification, collection, and the terms of your account. Keep in mind, transactions made in a financial center on non-business days (Saturday, Sunday, and bank holidays) aren't processed until the next business day we're open.

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Member FDIC

95-14-2005B 07-2024

12/04/2024 10:10 Assoc: 756
NY Center: 0029955 Seq#: 004
Trans: Deposit Acct#: *****9756
Trans Total: \$6,922.91
Chk Amt: \$6,922.91
Transaction Posts On: 12/04/2024
Available Balance: \$565,138.47

AUTOMALL PAYROLL SERVICES LTD 401(K) PLAN AND TRUST



SP 01 007794 55194 H 39 BSNGLP

PETER J ZORZY
25 CAPTREE ISLAND
BABYLON NY 11702

Statement Period: 07/01/2024 - 09/30/2024
Participant ID: 16987352
Plan: 462125-01
Atlantic Hyundai

Do you have questions about ways to optimize your retirement savings strategy? We can help! We can review your strategy and help you make small changes now that can potentially make a big difference in the long term, such as consolidating outside accounts into your Empower account. We can also help you understand the impact of inflation and market volatility on your savings strategy. Call **855-756-4738** for a no-cost consultation with an Empower financial professional. Consider all your options and their features and fees before moving money between accounts.

Securities, when presented, are offered and/or distributed by Empower Financial Services, Inc., Member FINRA/SIPC. EFSI is an affiliate of Empower Retirement, LLC; Empower Funds, Inc.; and registered investment adviser Empower Advisory Group, LLC. This material is for informational purposes only and is not intended to provide investment, legal or tax recommendations or advice.

Point-in-time advice is provided by an Empower representative registered with Empower Financial Services, Inc. at no additional cost to account owners. There is no guarantee provided by any party that use of the advice will result in a profit.

007794 1/3

What is my account balance?

\$143,433.68

As of 09/30/2024

Where can I go for help?

Website: www.NADA401k.com
Phone: 1-844-401-6232
Mail: Empower
P.O. Box 173764
Denver, CO 80217-3764



How has my account changed?

	Total
Balance as of June 30, 2024	\$135,432.86
Change in Value	8,183.25
Expenses	-182.43
Balance as of September 30, 2024	\$143,433.68
Vested Balance as of September 30, 2024	\$143,433.68
Vesting information provided as of September 30, 2024	





JS BAY RIDGE MOTORS LLC D/B/A
ADVANTAGE CHEVROLET
1675 88th Street • Brooklyn, NY 11228
(347) 586-0081

To Whom it May Concern:

Peter Zorzy was hired by Ippolito Automotive Group on 12/26/2024 as General Manager of Advantage Chevrolet located in Brooklyn NY.

As detailed in the attached payplan dated 12/11/2024, his weekly salary is \$3,000 and his estimated monthly commission based on the performance of the dealership will be at least \$25,000 per month. We expect his annual pay for 2025 to be \$450,000 or more.

Sincerely,

A handwritten signature in black ink, appearing to read "F. Ippolito", written over a horizontal line.

Fred Ippolito

Managing Member

JS Bayridge Motors LLC

IAG PAYROLL SERVICES LTD
4116 Sunrise Hwy
Massapequa NY 11758

1412-1550
ORG1:3 / 21 SUPERVIS
ORG2:210 SUPER ALL
EE ID: 999827 DD

PETER ZORZY
4630 CAPTREE IS
BABYLON NY 11702

NON-NEGOTIABLE

NON-NEGOTIABLE
DIME COMMUNITY BANK
PAYABLE IF DESIRED AT:
ALL DIME COMMUNITY BANK BANKS

PERSONAL AND CHECK INFORMATION			EARNINGS	BASIS OF PAY	DESCRIPTION	HRS/UNITS	RATE	CURRENT (\$)	YTD HRS/UNITS	YTD (\$)
Peter Zorzy					Salary			3000.00		3000.00
4630 Captree Is					Salary				<u>M32.0000</u>	<u>2400.00</u>
Babylon, NY 11702									32.0000	
Employee ID: 999827					Total Hours					
					Total Hrs Worked					
					Gross Earnings			3000.00		5400.00
Home Department: 210 SUPER ALL / 21			WITHHOLDIN		DESCRIPTION	FILING STATUS		CURRENT (\$)		YTD (\$)
SUPERVISION / 3 Adv Chevy			GS		Social Security			186.00		334.80
					Medicare			43.50		78.30
Pay Period: 12/31/24 to 01/06/25					Fed Income Tax	H +\$200		645.16		1146.72
Check Date: 01/10/25 Check #: 15769					NY Income Tax	S 0		175.82		305.80
NET PAY ALLOCATIONS					NY Disability			0.60		1.20
					NY PFL			11.64		20.95
					TOTAL			1062.72		1887.77

IAG PAYROLL SERVICES LTD
4116 Sunrise Hwy
Massapequa NY 11758

1412-1550
ORG1:3 / 21 SUPERVIS
ORG2:210 SUPER ALL
EE ID: 999827 DD

PETER ZORZY
4630 CAPTREE IS
BABYLON NY 11702

NON-NEGOTIABLE

NON-NEGOTIABLE
DIME COMMUNITY BANK
PAYABLE IF DESIRED AT:
ALL DIME COMMUNITY BANK BANKS

PERSONAL AND CHECK INFORMATION			EARNINGS	BASIS OF PAY	DESCRIPTION	HRS/UNITS	RATE	CURRENT (\$)	YTD HRS/UNITS	YTD (\$)
Peter Zorzy					Salary			3000.00		6000.00
4630 Captree Is					Salary				M32.0000	2400.00
Babylon, NY 11702					Bonus					<u>3774.00</u>
Employee ID: 999827					Total Hours				32.0000	
Home Department: 210 SUPER ALL / 21					Total Hrs Worked					
SUPERVISION / 3 Adv Chevy					Gross Earnings			3000.00		12174.00
Pay Period: 01/07/25 to 01/13/25			WITHHOLDIN		DESCRIPTION	FILING STATUS		CURRENT (\$)		YTD (\$)
Check Date: 01/17/25 Check #: 15990			GS		Social Security			186.00		754.79
NET PAY ALLOCATIONS					Medicare			43.50		176.52
DESCRIPTION THIS PERIOD (\$)					Fed Income Tax	H +\$200		645.16		2191.43
Check Amount 0.00					NY Income Tax	S 0		175.82		641.57
Chkg 756 1937.28					NY Disability			0.60		4.40
NET PAY 1937.28					NY PFL			11.64		47.23
YTD (\$)					TOTAL			1062.72		3815.94
1574.95										
6783.11										
8358.06										

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.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT

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").

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 day of January 2025 BETWEEN

SELLER: Peter Zorzy

Address: 4630 Captree Island

Babylon, NY 11702

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

hereinafter called "Seller" and

PURCHASER: Ronald Ustica Jr.

Address: 60-60 64th Street

Middle Village, NY 11379

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

hereinafter called "Purchaser".

The parties hereby agree as follows:

1. 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: 25 CAPTREE ISLAND, BABYLON, NY 11702

Tax Map Designation: District: 0100 Section: 239.00 Block: 01.00 Lot 026.000

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. 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, bathroom and kitchen cabinets, mantels, door mirrors, switch plates and door hardware, venetian blinds, window treatments, shades, screens, awnings, 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, refrigerator, freezer, air conditioning equipment and installations, wall to wall carpeting and built-ins not excluded below (strike out inapplicable items).

All to the extent that presently exists in "as is" condition. AS PER MLS LISTING #L3581715

Excluded from this sale are furniture and household furnishings and

3. The purchase price is \$ 2,050,000.00

payable as follows:

(a) on the signing of this contract, by Purchaser's 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");

\$ 102,000.00

(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) Seller's concession towards closing costs

\$

(d) balance at Closing in accordance with paragraph 7:

\$ 1,948,000.00

4. (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 mortgage escrow account, Seller shall assign it to Purchaser, if it can be assigned, and in that case Purchaser shall pay the amount in the escrow account to Seller at Closing.

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

(e) Seller represents and warrants that (i) Seller has delivered to Purchaser true and complete copies of the existing mortgage, the note secured thereby and any extensions and modifications thereof, (ii) the existing mortgage is not now, and at the time of Closing will not be, in default, and (iii) the existing mortgage does not contain any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the sale or conveyance of the Premises.

5. (Delete if inapplicable) If there is to be a purchase money mortgage as indicated in paragraph 3(e) 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 its subject and subordinate to the lien of the existing mortgage and any extensions, modifications, replacements or consolidations of the existing mortgage, provided that (i) the interest rate thereof shall not be greater than _____ percent per annum and the total debt service thereunder shall not be greater than \$ _____ per annum; and

(ii) if the principal amount thereof shall exceed the amount of principal owing and unpaid on the existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. The purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

DOWNPAYMENT
IN ESCROW:

6. (a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated bank account of Attorney's Escrow Account until Closing or sooner termination of this contract and shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall (not) ~~(Delete if inapplicable)~~ hold the Downpayment in an interest-bearing account for the benefit of the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, nonappealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the country 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, although Escrowee is holding the Downpayment for Seller's account, for all other purposes 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 agree to defend, indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.

(c) Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

(d) Escrowee acknowledges receipt of the Downpayment by check subject to collection and Escrowee's agreement to the provisions of this 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.

ACCEPTABLE
FUNDS:

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

(a) Cash, but not exceeding \$500.00;

(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 not less than 3 business days notice to Purchaser;

(c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of \$500.00

; and

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

MORTGAGE
CONTINGENCY:

8. ~~(Delete if inapplicable)~~ The obligations of Purchaser hereunder are conditioned upon issuance on or before

SEE RIDER ATTACHED HERETO, the "Commitment Date" of a written commitment from any 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 _____ or such lesser sum as Purchaser shall be willing to accept, at the prevailing fixed rate of interest not to exceed _____ or initial adjustable rate of interest not to exceed _____ for a term of at least _____ years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the institutional lender. Purchaser shall (a) make prompt application to an institutional lender for such mortgage loan, (b) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (c) pay all fees, points and charges required in connection with such application and loan, (d) pursue such application with diligence, (e) cooperate in good faith with such institutional lender to obtain such commitment and (f) promptly give Notice to Seller of the name and address of each institutional lender to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or of any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt thereof. If such commitment is not issued on or before the Commitment Date, then, unless Purchaser has accepted a commitment that does not comply with the requirements set forth above, Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, in which case this contract shall be deemed cancelled and hereafter neither party shall have any further rights, claims, 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. If Purchaser fails to give notice of cancellation or if Purchaser shall accept a commitment that does not comply with the terms set forth above, 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.

PERMITTED
EXCEPTIONS:

9. The Premises are sold and shall be conveyed subject to: *Proving Title is not unmarketable or unseizable.*
(a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the property or their use;

(b) Consents for the erection of any structures on, under or above any streets on which the Premises abut;

(c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;

(d) Real estate taxes that are a lien, but are not yet due and payable; and

(e) The other matters, if any, including a survey exception, set forth in a Rider attached *provided seller delivers insurable title*

GOVERNMENTAL
VIOLATIONS AND
ORDERS:

10. (a) Seller shall comply with all notices or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date *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. (a) Seller represents and warrants to Purchaser that:

(i) The Premises abut or have a right of access to a public road;

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

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

(iv) The Premises are not affected by any exemptions or abatements of taxes; and

(v) Seller has been known by no other name for the past ten years, except

(b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.

(c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing. *if*

GOVERNMENTAL
VIOLATIONS AND
ORDERS:

12. Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and of all other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical condition, state of repair, use, cost of operation or any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in their present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing (except as otherwise set forth in paragraph 16(f)), 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. Seller shall give and Purchaser shall accept such title as any reputable 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 in this contract. *and this contract + deed*

14. (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 DEED WITH COVENANTS AGAINST GRANTORS ACTS in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law.

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

15. Closing shall take place at the office of DANIEL L. GOBETZ, ESQ. 2 Brookside Drive, Suite 129, Smithtown, New York 11787 on or about February 15, 2025

** vi. to the best of seller's knowledge, there are no above or below fuel storage tanks other than existing above ground propane tanks.
vii. property is served by well water and seller has no reports records or belief that the water is contaminated nor non-potable.*

16. 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 buildings) and all of the other improvements located on the property authorizing their use as a ONE family dwelling at the date of Closing.
- (c) The delivery by Seller to Purchaser of a duly executed and sworn affidavit (in form prescribed by law) claiming exemption of the sale contemplated hereby, if such be the case, under Article 3 1-B of the Tax Law of the State of New York and the Regulations promulgated thereunder, as the same may be amended from time to time (collectively the "Gains Tax Law"); or if such sale shall not be exempt under the Gains Tax Law, Seller and Purchaser agree to comply in a timely manner with the requirements of the Gains Tax Law and, at Closing, Seller shall deliver to Purchaser (i) an official return showing no tax due, or (ii) an official return accompanied by a certified or official bank check drawn on a New York State banking institution payable to the order of the New York State Department of Taxation and Finance in the amount of the tax shown to be due thereon. Seller shall (x) pay promptly any additional tax that may become due under the Gains Tax Law, together with interest and penalties thereon, if any, which may be assessed or become due after Closing, and/or execute any other documents that may be required in respect thereof, and (y) indemnify, defend and save Purchaser harmless from and against any of the foregoing and any damage, liability, cost or expense (including reasonable attorneys' fees) which may be suffered or incurred by Purchaser by reason of the nonpayment thereof. The provisions of this subparagraph (c) shall survive Closing.
- (d) The delivery by Seller to Purchaser of a certification stating that Seller is not a foreign person, which certification shall be in the form then required by FIRPTA. If Seller fails to deliver the aforesaid certification or if Purchaser is not entitled to rely on such certification, Purchaser shall deduct and withhold from the purchase price a sum equal to 100% 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.
- (e) The delivery of the Premises and all buildings) and improvements comprising a part thereof in broom clean condition, vacant and free of leases or tenancies, together with keys to the Premises.
- (f) 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 buildings) located on the property and all appliances, which are included in this sale being in working order as of the date of Closing. *be possession of area with roof free of leaks*
- (g) 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 and carbon monoxide detector.
- (h) The delivery by the parties of any other affidavits required as a condition of recording the deed.
17. 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 NY transfer tax*
18. (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. Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after Closing, provided that official bills therefor computed to said date are produced at Closing.
20. 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 notice (by telephone or otherwise), given not less than 3 business days before Closing, Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.
21. (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 attorneys) 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 15 days after such adjournment 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. 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. *willfully*
23. (a) If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and that the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.
- (b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including, but not limited to, specific performance.
24. 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. 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 *email* (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 to this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered.
26. This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignments) made without such consent shall be void.
27. Seller and Purchaser each represents and warrants to the other that it has not dealt with any other broker except NETTER REAL ESTATE INC. and DOUGLAS ELLIMAN COMMERCIAL OF LI LLC ("Broker") and Seller and/or Purchaser shall pay Broker any commission earned pursuant to a separate agreement between Seller and/or Purchaser and Broker. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur, the termination of this contract.

28. (a) All prior understandings, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.
(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.
(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.
(d) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this contract or any provision hereof.
(e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.
(f) Seller and Purchaser shall comply with 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.

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

Seller: PETER ZORZY

Purchaser: RONALD USTICA JR.

Seller:

Purchaser:

Attorney for Seller: DANIEL L. GOBETZ, ESQ.

Attorney for Purchaser: CHARLES ROSENBLUM, ESQ.

Address: 2 Brookside Drive, Suite 120
Smithtown, New York 11787

Address: 25 Merrick Avenue
Merrick, New York 11566

Tel.: 631.584.4500

Email
dan@gobetzlaw.com

Tel.: 516-568-0899

Email charles@krrlaw.net

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

Daniel L. Gobetz, Esq. Escrowee

CONTRACT OF SALE

Title No.

ZORZY TO USTICA



RIDER TO CONTRACT FOR SALE

SELLER: Peter Zorzy

PURCHASER: Ronald Ustica Jr.

PREMISES: 25 Captree Island, Babylon, NY 11702

DATE: January, 2025

Notwithstanding any terms of the printed contract of sale to the contrary, it is understood and agreed between the parties as follows:

29. The premises are sold and conveyed subject to the following:

(a) Building and zoning regulations and ordinances of the city, town or village in which the premises lie which are not violated by existing structures;

(b) Any state of facts an accurate survey of the premises may show provided same does not render title unmarketable.

(c) Covenants and restrictions presently of record, utility easements and agreements of record, if any, and which may be in full force and effect on the date of delivery of the deed provided same are not violated by existing structures or the present manner of use and occupancy thereof. *a) possible encroachments of fences, retaining walls, if any up to 12 inches and variations between record line and fences and markers provided same does not render title unmarketable.*

30. The down payment of \$102,000.00 referred to in paragraph "3" of this contract shall be deemed to be made to Seller by payment thereof to Daniel L. Gobetz, Esq. whose offices are at 2 Brookside Drive, Suite 120, Smithtown, New York 11787, Attorney for the Seller, to be held by said attorney in escrow until the earlier of (i) the delivery of the deed hereunder of, (ii) such time as the Purchaser may be entitled to a refund thereof, at which time said escrowee shall remit such downpayment to the party then entitled thereto. Said escrowee shall act, with respect to such payment, as a stakeholder only and without compensation and shall not be liable for the payment of any interest of Court costs in any action that may be brought to recover the moneys held in escrow, or any part thereof, unless such escrowee shall fail or refuse to pay over such moneys pursuant to a Judgment, Order of Decree that shall be final beyond possibility of appeal. If the Purchaser shall be entitled to a refund of said deposit, Seller will pay or cause such refund to be made to the Purchaser.

31. It is agreed that any escrowee deposits, including the downpayment paid hereunder, for any purpose to the attorney for the Seller, are being made for the accommodation of the parties hereto. In the event any litigation shall arise between the parties to this agreement concerning any such escrow deposit, then the parties hereto do severally and jointly agree to indemnify and save harmless the said escrowee from the payment of any costs or other expenses that might be involved in said litigation, and this agreement shall survive the delivery of the deed hereunder.

32. If Seller shall be unable to convey title in accordance with the terms of this agreement, the sole obligation of the Seller will be to refund the Purchaser's downpayment made under this contract and to reimburse the Purchaser for the cost of title examination whereupon the Purchaser shall have no further claim or lien against the Seller or the premises herein described. The Seller shall not be required to bring any action or proceeding or otherwise incur any expense

*Survey of
pre contract inspection*

in excess of \$5000.

to render the title to the premises marketable. The Purchaser may, nevertheless, accept such title as the Seller may be able to convey, without reduction of the purchase price or any other credit or allowance against the same and without any other liability on the part of the Seller. The term "cost of title examination" is defined, for the purpose of this agreement, as the expense actually incurred by the Purchaser for title examination and survey. In no event, however, to exceed the net amount which would be charged for title examination of the premises described herein without the issuance of a policy by a title company doing business in the County in which the property is located.

33. The acceptance of a deed by the Purchasers shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this agreement except only those, if any, which are herein specifically stated to survive the delivery of the deed.

34. At their own expense, Purchaser shall have ten (10) days from the date of this contract to have the premises inspected for termites. If such inspection shall reveal a termite infestation or damage, the Purchaser shall notify Seller's attorney in writing, specifying the areas affected. The Seller, at their own cost and expense, may provide the necessary treatment, or, if they decide not to do so, either party hereto may cancel this contract. Upon cancellation of the contract, the Seller will refund the payment made by the Purchaser and thereafter neither party shall have any liability to the other. Purchaser may, nevertheless, close title subject to existing infestation.

35. This contract cannot be assigned without the prior written consent of the Seller.

36. The Purchaser represents, warrants and declares that they have been afforded an opportunity to make an exterior and interior inspection of the premises which are the subject of this contract, that they either have made such inspection of the said premises, or caused such inspection of the said premises. The Purchaser agrees that the premises are being sold "AS IS" without representations, statements or warranties, written or oral, expressed or implied, and agree at the time of closing they will repair subject only to changes as may occur between the date of this Contract and closing of title by reason of ordinary wear and tear. *except paragraph 16A of the contract and as otherwise stated in this contract & rider.*

37. This agreement constitutes the entire contract between the parties hereto and the Seller is not liable or bound in any manner by expressed or implied warranties, guarantees, promises, statements, representations or information except those expressly set forth.

38. **Mortgage Commitment Contingency. N/A**

39. Seller shall, however, have the option of remaining in possession of the premises for a period not to exceed five (5) days after the closing of title, provided that all adjustment shall be made as of the date of actual possession (anything herein to the contrary notwithstanding), and further provided that the Seller shall deposit with their attorney, in escrow, the sum of ~~One~~ *Five* Thousand (\$5,000.00) Dollars to insure vacancy on or before such fifth day, should the Seller shall fail to vacate. In the event that Seller exceeds five (5) days, for each day beyond the five (5) days, Seller will reimburse Purchaser the sum of ~~One Hundred and Forty~~ *Five* Hundred and Forty (\$140.00) Dollars a day. No landlord and tenant relationship shall be created by such payment and the Purchaser may have the right to exercise all legal and equitable remedies to remove the Seller from the

premises and obtaining possession. The agreement shall survive the closing of title without further written agreement at closing.

40. Notwithstanding the provisions of Paragraph 16(f) of the printed form of contract wherein Seller agrees that all appliances shall be in working order at the time of closing of title, it is agreed that Seller's obligation to repair/replace same shall not exceed ~~Two Hundred Fifty~~ and 00/100 (\$200.00) Dollars per appliance. This representation shall not survive the closing of title.

41. Seller represents that the premises is a legal one (1) family dwelling covered by a Certificate of Occupancy as said premises are presently constructed. At or prior to closing title, Seller shall deliver to Purchaser the Certificate(s) of Occupancy and/or Certificate(s) of Completion or Letter of Preexisting Use for the premises as it presently exists, except for any ~~decks, pools, sheds, bay and bow windows, air conditioning, finished basements, garage conversions, and patio covers or awnings~~ (which may be removed, without allowance or abatement of purchase price, if same is an impediment to closing). In no event, however, shall Seller be required to bring variance or change of zone proceedings, if same is necessary to secure any of said certificates or letter. In the event that same cannot be obtained by the Sellers without bringing said proceedings, then Seller shall have option to cancel this Contract and to return the monies deposited upon the signing thereof to the Purchasers and, upon collection thereof, neither party shall have any further rights as against the other. Purchaser, however, shall have the right to elect to proceed with the purchase regardless of the production of said certificates. In the event a certificate of occupancy and/or certificate of completion or letter of pre-existing use for premises is not available, the purchaser shall provide the seller's attorney with a current survey at least ten (10) days prior to the date set forth in the contract for closing and seller shall be given a reasonable adjournment of the closing date in order to obtain such certificate.

including Dock if
required
to obtain
lease
Assignment
approval

42. In the event there are currently solar panels installed on the house the buyer(s) agree to take the premises in its existing condition and will assume the responsibility of the monthly payments for the duration of the contract under its current terms and conditions and/or Lease Transfer Agreement. If the title company requires a UCC Financing Statement Amendment (Form UCC3) to be filed prior to closing to clear any existing liens subject to the solar panels, the buyer agrees to sign any documents required by the solar panel company to effectuate said transfer of the existing contract into the buyer's name.

43. **LEAD BASED PAINT INSPECTION.** This Contract is contingent upon a risk assessment or inspection of the premises for the presence of lead-based paint and/or lead-based paint hazards at the purchaser's expense until 9:00 P.M. on the tenth (10th) calendar day after purchaser's attorneys' receipt of a fully executed copy of this Contract. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect your Family From Lead In Your Home" for more information. This contingency will terminate at the above pre-determined deadline unless the purchaser delivers to seller's attorney a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at Seller's option, within ten (10) days after delivery of the addendum and report, elect in writing whether to correct the condition(s) prior to closing. If the Seller will correct the condition(s), the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating the condition(s)

has (have) been remedied before the date of closing. If Seller does not elect to correct the condition(s) or if the Seller makes a counter-offer, the Purchaser shall have ten (10) days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause.

44. RESIDENTIAL DISCLOSURE STATEMENT. See Attached.

45. In the event of any conflict between the contract of sale, and this rider conflicting provision(s) of this rider shall govern.

Boundary Line Agreement

46. In the event there is an "out of possession" claim, Seller shall use reasonable efforts to remedy it. This shall include Seller's right to obtain a "~~Police Affidavit~~" or remove any offending structures. If there shall be a cost in excess of \$500,000 to remove such objection, Seller may cancel this Contract subject to Purchaser's right to accept title to the premises with such objection without reduction of the purchase price. In the event of cancellation, the sole liability of the Seller will be to refund the Purchaser the amount paid on contract and upon such refund, this contract shall be deemed null and void.

47. In the event there is a tax grievance pending at the time of closing, the Purchaser agrees to accept an assignment from Seller of any contract for grievance services. Purchaser shall be responsible for payment of any fees, charges, expenses and costs of such grievance services and will execute such documents as may be required to implement same. Purchaser shall receive any refund resulting from a successful tax grievance, pro-rated, as necessary, to the date of closing. This provision shall survive closing.

*on a
pro-rated
basis*

48. Electronic Signatures (a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. (b) The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

48.50 del
Seller: Peter Zorzy

M 4
Purchaser: Ronald Ustica JR.

** 49. Purchaser shall have the right to inspect the premises within forty (40) days prior to closing of title*

50. All references to Title Insurance & Title Insurance & Title policy in the contract & rules are to include Leasehold interest, Leasehold Insurance & Leasehold policy.

THIS RIDER SUPPLEMENTS AND/OR AMENDS THE PRINTED CONTRACT OF SALE. IN CASE OF A CONFLICT BETWEEN THE PRINTED CONTRACT AND THIS RIDER, THE TERMS OF THIS RIDER SHALL CONTROL.

PREMISES ARE SOLD:

SUBJECT to any state of facts, which a survey may show, provided same does not render title unmarketable.

SUBJECT to covenants, restrictions, utility easements, of record, if any, provided same do not interfere with the structures as exist on the premises or interfere with the use of same as a single family dwelling.

It is understood and agreed by the parties hereto that:

- (a) The acceptance of a Ground Lease by the Assignee shall be deemed full performance by and discharge of the Assignor of all terms, conditions, and agreements made or required to be performed hereunder and no liability therefore on the part of the Assignor shall survive the delivery of the deed.
- (b) At the closing of title, the Seller will:
 - 1. Deliver the premises vacant and broom swept;
 - 2. Deliver a certificate of occupancy for legal one family dwelling or a letter stating use predates zoning. If Assignor is unable to procure a certificate of occupancy for any structure, the Assignee may accept such certificates of occupancy as are available or cancels the contract. Assignor shall not be required to take any legal action, nor Board of Appeals or other administrative procedure in order to secure such certificates of occupancy. Copies of same shall satisfy this clause.
- (c) This Contract is conditioned upon Assignee submitting Application for Transfer of Lease to the Town of Babylon. Assignee shall file the Application with the Town Clerk of the Town of Babylon together with a copy of this Agreement and any other information the Town of Babylon requires. Assignor agrees to cooperate with Assignee on the said Application and will deliver any documents required by the Town of Babylon, upon request by Assignee and/or his/her Attorney.



PETER ZORZY ASSIGNOR



RONALD USTJCA JR. ASSIGNEE



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:

PETER ZORZY

Property Address:

25 CAPTREE ISLAND

BABYLON NY 11702

General Instructions:

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

Purpose of Statement:

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

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

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

Instruction to the Seller:

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

Seller's Statement:

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

GENERAL INFORMATION

1. How long have you owned the property?

2 1/2 YEARS

2. How long have you occupied the property?

2 1/2 YEARS

3. What is the age of the structure or structures?

7 YEARS OLD

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

Property Condition Disclosure Statement

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

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

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

ENVIRONMENTAL

Note to Seller:

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

Note to Buyer:

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

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

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

BUILT TO FEMA STANDARDS

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

13. Is the property subject to any requirement under federal law to obtain and maintain flood insurance on the property? If yes, explain below ☒ Yes ☐ No ☐ Unkn ☐ NA

- Homes in the Special Flood Hazard Area, also known as High Risk Flood Zones, on FEMA's flood insurance rate maps with mortgages from federally regulated or insured lenders are required to obtain and maintain flood insurance. Even when not required, FEMA encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s). Also note that homes in coastal areas may be subject to increased risk of flooding over time due to projected sea level rise and increased extreme storms caused by climate change which may not be reflected in current flood insurance rate maps.

Property Condition Disclosure Statement

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

Property Condition Disclosure Statement

26. 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

28. 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)?

• Any known material defects?

• How old is the roof?

• 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:

• If municipal, is it metered? ☐ Yes ☒ No ☐ Unkn ☐ NA

Property Condition Disclosure Statement

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

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

• If septic or cesspool, age?

• Date last pumped?

• Frequency of pumping?

• Any known material defects? If yes, explain below

☒ Septic ☐ Cesspool

7 YEARS OLD

2 MONTHS AGO

6 MONTHS

☐ Yes ☒ No ☐ Unkn ☐ NA

37. Who is your electric service provider?

• What is the amperage?

• Does it have circuit breakers or fuses?

• Private or public poles?

• Any known material defects? If yes, explain below

PSEG

CIRCUIT BREAKERS

PUBLIC

☐ Yes ☒ No ☐ Unkn ☐ NA

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

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

Property Condition Disclosure Statement

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

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

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

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

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



Property Condition Disclosure in the Sale of Residential Real Property

Pursuant to New York Consolidated Laws, Real Property (RPP) Chapter 50, Article 14, Section 462, every seller of residential real property pursuant to a real estate purchase contract shall complete and sign a property condition disclosure statement and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale, unless the transfer falls under an exemption.

I acknowledge the following:

A copy of the property condition disclosure statement containing the signatures of both seller and buyer shall be attached to the real estate purchase contract.

Nothing contained in the property condition disclosure act or the disclosure statement is intended to prevent the parties to a contract of sale from entering into agreements of any kind or nature with respect to the physical condition of the property to be sold, including, but not limited to, agreements for the sale of real property "as is".

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.

Nothing contained in the property condition disclosure act shall be construed as limiting any existing legal cause of action or remedy at law, in statute or in equity. Any seller who provides a property condition disclosure statement or provides or fails to provide a revised property condition disclosure statement shall be liable only for a willful failure to perform the requirements of this article. For such a willful failure, the seller shall be liable for the actual damages suffered by the buyer in addition to any other existing equitable or statutory remedy.

By signing below, I certify that the listing agent and listing broker representing me as a seller of residential real property have timely informed each seller of the seller's obligations under the property condition disclosure act.

☒ Rita
Seller Date

[Signature] 1/22/25
Buyer Date

Seller Date

Buyer Date

404 Montauk Highway, West Islip, NY 11795
(631) 661-5100
www.NetterRealEstate.com

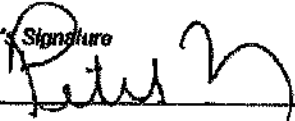
7 2 4 6

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 _____

Seller's Signature

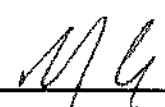
X _____

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 1/22/25

Buyer's Signature

X _____

Date _____

Office of the Town Clerk

TOWN OF BABYLON



GERALDINE COMPITELLO
TOWN CLERK

200 EAST SUNRISE HIGHWAY
LINDENHURST, NEW YORK 11757-2397

TELEPHONE 631-857-4291

GENERAL INSTRUCTIONS TO TENANTS AND ASSIGNEES

The following are general instructions to assist the parties in completing the Lease Transfer Process under the Assignment of Lease Procedures Rider as applies to the Town of Babylon.

Filing of Assignment: Upon the assignment or transfer of the Lease, with or without consideration, a duplicate instrument of assignment or transfer in form for the recording of a deed and including an assumption of the terms and conditions of the Lease by the assignee or transferee shall be filed with the Town Clerk and the Transfer Fee, if applicable, paid. No assignment or transfer shall be effective as against the Landlord and the Landlord shall not be required to recognize the proposed assignee or transferee as Tenant unless and until the required instrument be filed with the Town Clerk and the Transfer Fee paid thereon.

Transfer Fee:

- (a) **Computation:** The Transfer Fee shall be computed at 3% on the first \$200,000 of consideration and 5% on any consideration in excess of \$200,000.
- (b) **Payment Due:** The Transfer Fee shall be due and payable at the date of the assignment or transfer of the Lease.
- (c) **Penalty on Late Payment:** In the event any Transfer Fee is not paid within fifteen (15) days of the date of such assignment or transfer, a penalty shall accrue and be payable thereon at the rate of 1% per calendar month or any fraction thereof including the month in which the assignment or transfer occurred.
- (d) **Form of Payment:** Payment of the transfer fee shall be by bank, certified or attorney's escrow check payable to the order of "Town of Babylon" without intervening endorsement.
- (e) **Certification of Tax Due:** The payment shall be accompanied by a duplicate original copy of the appropriate forms then used by the State of New York in the assessment and collection of the tax imposed by Article 31-B of the Tax Law of the State of New York.
- (f) **Liability for Transfer Fee:** The primary obligation for the payment of the Transfer Fee shall be upon the Tenant assigning or transferring the Lease.
- (g) **Transfer Fee Added Rent:** The Transfer Fee shall be Added Rent as provided in Section 3 of the Lease and collectible as Added Rent under the Lease.

In the event that the Transfer Fee is incorrectly computed and/or not paid at time of such assignment or transfer, as Added Rent, it shall be a continuing obligation under the Lease and collected from the successor Tenant under the Lease as Added Rent.

These general instructions are intended to be for guidance to assist the parties in completing the transfer process with the Town of Babylon. They are not intended to be used for any other purpose whatsoever. The parties to the transaction should consult their own legal advisors as to the conveyance action required and as to the legal consequences of the transaction. These instructions do not replace or alter any of the terms, conditions or requirements of the lease, its riders or the due diligence of the parties.

- (1) **Application:** Any transfer of Lease, whether or not for consideration to which a Transfer Fee applies, shall be by written application to the Town Clerk of the Town of Babylon on this application form.
- (2) **Information to be included with application:** The Tenant shall include with the application at the time the application is submitted to the Town Clerk the following:
 - (a) This application form.
 - (b) If the transfer is not for consideration and is a transfer to which the Transfer Fee does not apply, the instrument required by Section (7) of the Assignment of Lease procedures rider together with any necessary supporting legal documents.
 - (c) If the transfer is for consideration and is a transfer to which the Transfer Fee applies, a true and complete copy of the contract of sale or similar agreement between the Tenant and the proposed assignee, clearly identifying the proposed assignee and any and all parties having any direct or indirect beneficial interest in the interest of the named assignee and setting forth all the terms and conditions of the transaction.
 - (d) A financial statement setting forth in summary form the Assets, Liabilities and Net Worth of the proposed assignee and attested to as true and complete by the proposed assignee in one of the following formats:
 - (i) on a form issued by the Federal Reserve Bank in the City of New York, New York;
 - (ii) on a form generally used by recognized commercial or savings banks doing business in Suffolk County New York;
 - (iii) a statement prepared by a certified public accountant with the accountant's transmittal letter; or
 - (iv) on form prepared and issued by the Town Clerk for such purposes.
- (3) **Processing of application for a Transfer to which the Transfer Fee is Not Applicable:** Upon receipt of the application to transfer the lease and the documents required by Section (2), the Town Clerk will review the submissions and if they are in order shall file the instrument assigning the Lease.
- (4) **Processing of Application for a Transfer to which the Transfer fee is Applicable:** Upon the receipt of a request to transfer the Lease and the documents required by Section (1), and within three (3) business days, the Town Clerk shall refer the Application to the Town Board of the Town of Babylon, the Commissioner of Planning and the Receiver of Taxes simultaneously.
- (5) **Notification to Parties of the Actions of the Town Board by Town Clerk:** The Town Clerk will notify the Tenant of the actions of the Town Board by Town Clerk. The Town of Babylon Clerk will notify the Tenant of the actions of the Town Board no later than three (3) business days following the later of (i) thirty (30) business days following from the filing of the completed application form and all required supporting documents or (ii) the next regular meeting of the Town Board.
- (6) **Action after Approval granted by Town Board:** The parties are reminded that due compliance with Sections 7 and 8 of the Assignment of Lease or Procedures Rider is required upon the Transfer of the Lease.

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AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

7/18/2023generalrules.doc

APPLICATION FOR TRANSFER OF LEASE

This Application is subject to and conditioned by the Assignment of Lease procedures Rider to the Lease to be Assigned

Names of present
tenant(s) _____

Mailing Address _____

Telephone Number _____ Fax Number _____

Name of tenant(s)' attorney, if any

Mailing address

Telephone Number _____ Fax Number _____

Description of Property: Map of _____ Lot _____

Street Address: _____
NY _____

SCTM# No: District 0100 Section _____ Block _____ Lot _____

Certificate of Occupancy number of date (if known)

Names of propose transferee(s) and of any party other than a bona fide lender having and direct or indirect beneficial
interest in the interest of the proposed transferee(s) (Continue on rider if
necessary) _____

Mailing Address

Telephone Number _____ Fax Number _____

Name of transferees (s) attorney, if any _____

Mailing address _____

Telephone Number _____ Fax Number _____

Gross consideration being paid for the transfer \$ _____

If the proposed transfer is for consideration, a true and complete duplicate original copy of the Contract of Sale or similar Instrument must be attached to this application and is a part of the application.

If the proposed transfer is not for consideration the terms, conditions and purpose of the proposed transfer are as follows:

Proposed date of transfer _____

The undersigned do individually, jointly and severally hereby certify and affirm to The Town of Babylon, under penalty of perjury, that (i) this application is true in all respects; that the attached Contract of Sale or similar instrument is true and complete and that there are no other terms and conditions affecting the proposed transfer that are not set forth in the Contract of Sale or similar instrument submitted with this application; and (ii) that they have read and are fully familiar with the terms and conditions of the Assignment of Lease Procedures Rider annexed to and made a part of the Lease and agree to comply in all respects with those terms and conditions

Dated _____

Present Tenant(s)

Proposed transferee(s)

STATE OF _____
COUNTY OF _____

On this _____ day of _____, in the year _____, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, in the year _____, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

TOWN OF BABYLON LEASE/SUBLEASE TRANSFER – FINANCIAL STATEMENT

Dated as of _____

Name: _____

Residence address: _____

Business address husband: _____

Business address wife: _____

Occupation: Husband: _____ Wife: _____

I (we) make the following statement of all my (our) assets and liabilities as of the close of business on the date indicated above to the Town of Babylon for the purposes of obtaining the approval of the Town Board of the Town of Babylon to the transfer of a Lease or sublease to me (us) for premises known as:

Map of _____ Lot _____

ASSETS

Cash on hand	\$ _____
Cash in banks	\$ _____
Notes receivable	\$ _____
Accounts receivable	\$ _____
Loans receivable	\$ _____
Life Insurance – Cash Surrender Value	\$ _____
Securities – Readily Marketable	\$ _____
Securities – Not readily Marketable	\$ _____
Mortgages Owned	\$ _____
Real Estate	\$ _____
Automobiles/Jewelry etc.	\$ _____
Other Assets (itemize)	\$ _____

_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL ASSETS \$ _____

LIABILITIES

Notes payable to Lending Institutions – Unsecured	\$ _____
Notes payable to Lending Institutions – Secured	\$ _____
Notes payable to Others – Unsecured	\$ _____
Notes payable to other – Secured	\$ _____
Accounts Payable	\$ _____
Loans against Life Insurance	\$ _____
Real Estate Mortgages Payable	\$ _____
Real Estate Taxes and Assessments Payable	\$ _____
Federal and State Income Taxes Payable	\$ _____
Other Taxes Payable	\$ _____
Interest Payable on Loans, Mortgages, etc.	\$ _____
Other Liabilities (itemize)	\$ _____

_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL LIABILITIES

NET WORTH	\$ _____
TOTAL LIABILITIES	\$ _____
AND NET WORTH	\$ _____

CERTIFICATION

The undersigned do jointly and severally hereby certify and affirm to the Town of Babylon, under penalty of perjury, that as of the later of the date below or the date of this Financial Statement (i) this Financial Statement is true and complete in all respects; (ii) the undersigned had no liabilities, direct or contingent, business or accommodation; (iii) that the title to all assets therein set forth are in the name of the undersigned, or one of them; (iv) there are no law suits, claims, judgments or other legal actions outstanding or pending against the undersigned and, to the best of the knowledge of the undersigned, no legal actions are to be started against the undersigned; (v) the undersigned had no contingent liabilities; and (vi) the undersigned had not pledged, assigned, hypothecated or transferred title to any of these assets, except in each and every instance as set forth on the reverse side of this Financial Statement.

Dated _____

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Document ID	fe20fc376ec1bc7c319b533600cd31858d06acdc
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01 / 24 / 2025
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IP: 69.112.206.2



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20:44:42 UTC

Viewed by Peter Zorzy (peter@advchevy.com)
IP: 96.224.212.66



SIGNED

01 / 24 / 2025
20:45:04 UTC

Signed by Peter Zorzy (peter@advchevy.com)
IP: 96.224.212.66



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01 / 24 / 2025
20:45:04 UTC

The document has been completed.