7/21/2025

CONTRACT OF SALE – COOPERATIVE

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

1. Certain Definitions and Information

1.1 The "Parties" are:

Seller: **Jober QB LLC**

Address: c/o Bronstein Properties LLC
108-18 Queens Blvd., Suite 302
Forest Hills, NY 11375

~~Fed ID No.~~ ________________

Purchaser: **Norbert Fital**

Address: 77 Westport Street
Staten Island, NY 10314

~~Soc. Sec. No.:~~ ________________________

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

For Seller: Brett Childs, Esq.
Horne & Childs
399 Knollwood Road, Suite 211
White Plains, New York 10603
Tel: (914) 946-3444
E-mail: brett@hornechilds.com

For Purchaser: **Justin Waiser, Esq.**
William A. Slutsky, P.C.
118-21 Queens Blvd., Suite 615
Forest Hills, NY 11375
718-263-9292
justin@wslawny.com

1.3 The "Escrowee" is (aka "Escrow Agent") (name, address and telephone)

Kurzman Eisenberg Corbin Lever, LLP
1 North Broadway, 12th Floor
White Plains, New York 10601
Tel: (914) 285-9800
Fax: (914) 285-9855

1.4 The "Managing Agent" is (name, address and telephone)
Newport Management LLC
5614 15th Avenue Suite 1A
Brooklyn, NY 11219
Tel. 718-633-7700 ext. 210
Email. hannah@newport-management.com

1.5 The name of the cooperative housing corporation ("Corporation") is **Voorhies Avenue & Shore Parkway Owners Corp.**

1.6 The "Unit" number is Apartment **2M.**

1.7 The Unit is located in "Premises" known as **3845 Shore Parkway, Brooklyn, NY**

1.8 The "Shares" are **477** shares of the Corporation allocated to the Unit.

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

1.10 The "Broker"(see Par. 12) is:
Vicario Brensley Phillip
MNS Real Estate
vbp@mns.com
Cell:718-222-0211

David Wolff
Compass
David.Wolff@compass.com
Cell: 917-767-5367

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

Notwithstanding anything to the contrary contained herein, in the event Seller and Purchaser enter into an agreement extending the time periods set forth herein, the Purchaser's time to perform its obligations under this agreement may be tolled during the tolling period as set forth in such agreement, and in such event, Seller cannot limit any rights which Purchaser may have pursuant to Article 23A of the GBL, NYCRR regulations, and the Offering Plan, except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order that Purchaser may be entitled to.

1.12 The "Purchase Price" is **$210,000.00**

1.12.1 the "Contract Deposit" is **$21,000.00**
1.12.2 the "Balance" of the Purchase Price due at Closing is **$189,000.00** (see ¶2)

1.13 The "Maintenance" charge is the rent payable under the Lease which at the date of this Contract is in the monthly amount of **$500.85** (see ¶4).

1.14 The "Assessment" or the additional rent payable under the Lease which at the date of this Contract is **none**

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

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

Amount Financed: **$168,000.00** or any lower amount applied for or acceptable to Purchaser, but not in excess of this amount set forth herein unless specifically agreed to in writing in advance by the Seller.

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

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

1.17 The "Proposed Occupants" of the Unit are the following: **Purchaser and 1 cat.**
1.17.1 persons and relationship to Purchaser:

1.18 **Provided Purchaser delivers a signed W-9 upon Contract execution**, the Contract Deposit shall be held in an interest bearing escrow account. Interest shall be payable to the Purchaser. The escrow shall be held in an interest bearing account at Webster Bank (See Par. 28)

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

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

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

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

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

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

4. Representations and Covenants
4.1 Subject to any matter affecting title to the Premises (as to which Seller makes no representations or covenants), Seller represents and covenants that:
4.1.1 Seller is and shall at Closing be the sole owner of the Shares and Lease with the full right and power to sell and assign them;
4.1.2 the Shares and Lease will at Closing be free and clear of liens (other than the Corporation's general lien on the Shares, for which no monies shall be owed), encumbrances and adverse interests ("Liens"); or Seller will deliver to Purchaser at Closing all requisite terminations, releases and/ or satisfactions executed in form suitable for filing and/or recording, so as to remove of record, at Seller's expense, any such Liens;
4.1.3 the Shares were duly issued, fully paid for and are non-assessable;
4.1.4 the Lease is, and will at Closing be, in full force and effect and no notice of default under the Lease will be in effect at Closing;
4.1.5 the Maintenance payable as of the date hereof is as specified in Par. 1.13 and 1.14. All sums due to the Corporation will be fully paid by Seller to the end of the payment period immediately preceding the date of Closing;
4.1.6 as of this date, Seller neither has actual nor has received any written notice of (a) any increase of

Maintenance or (b) any proposed assessment which has been adopted or is under consideration by the Board of Directors of the Corporation and not reflected in the amounts set forth in Pars 1.13 and 1.14;
4.1.7 Seller will not at Closing be indebted for labor or material which might result in the filing of a notice of mechanic's lien against the Unit or the Premises;
4.1.8 there are and at closing will be no notices of violations or violations of record which the owner of the Shares and Lease would be obligated to remedy under the terms of the Lease;
4.1.9 Seller has not made any alterations or additions to the Unit, without any required consent of the Corporation and the approval of the local municipality, if required;
4.1.10 Seller has not entered and will not enter into, and has no actual knowledge of, any agreement (other than the Lease) affecting the use and/ or occupancy of the Unit which would be binding on or adversely affect Purchaser; and
4.1.11 Seller has been known by no other name for the past 10 years except as set forth in Par. 1.1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Closing Location
The Closing shall be held at the offices of Kurzman Eisenberg Corbin & Lever, LLP, 260 Madison Ave., 16th Floor, New York, NY 10016.

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

10.2 At Closing, Purchaser shall:
10.2.1 pay the Balance in accordance with Par. 2.2.2;
10.2.2 execute and deliver to Seller and the Corporation an agreement assuming the Lease, in the form required by the Corporation; and

10.2.3 if requested by the Corporation, execute and deliver counterparts of a new lease substantially the same as the Lease, for the balance of the Lease term, in which case the Lease shall be cancelled and surrendered to the Corporation together with Seller's assignment thereof to Purchaser.

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

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

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

11.2 At Closing, Purchaser shall pay:
11.2.1 the sales taxes, if any, on this sale, other than the transfer stamps as provided for in Par. 11.1.2;
11.2.2 the cost of any title/lien search; and
11.2.3 any fee to the Corporation or its agents and/ or attorneys relating to Purchaser's financing.
~~11.2.4 both (i) the New York City Real Property Transfer Tax (RPT) and (ii) the New York State Transfer Tax (TP-584), plus any applicable filing fee(s).~~
~~11.25 Mansion Tax, if applicable~~

SEE RIDER.

11.3 *Intentionally Omitted.*

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

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

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

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

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

12.3 This Par. 12 shall survive the Closing.

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

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

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

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

13.5 In the event any instrument for the payment of the Contract Deposit fails of collection, Seller shall have the right to sue on the uncollected instrument. In addition, such failure of collection shall be a default under this Contract, provided Seller gives Purchaser Notice of such failure of collection and, within 3 business days after Notice is given, Escrowee does not receive from Purchaser an unendorsed certified check, bank check or immediately available funds in the amount of the uncollected funds. Failure to cure such default shall entitle Seller to the remedy in Par. 13.1 and to retain all sums as may be collected and/ or recovered.

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

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

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

15. No Assignment by Purchaser
15.1 Purchaser may not assign this Contract or any of Purchaser's rights hereunder and any purported assignment shall be null and void.

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

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

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

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

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

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

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

19. Financing Contingency: (Strike if inapplicable) 19.1 Purchaser may cancel this Contract and recover the Contract Deposit by following the procedure in Par. 19.4 if after complying with Purchaser's "Financing Obligations" in Par. 19.2 below and Purchaser's other obligations under this Contract if:
19.1.1 Purchaser fails through no fault of Purchaser to obtain from an "Institutional Lender" (defined in Par. 19.5.1) a "Loan Commitment Letter" (defined in Par. 19.5.2) for financing on the Loan Terms and within the time period stated in Par. 1.16 (the "Loan") and Seller fails to offer financing pursuant to Par. 19.6 in lieu of the Institutional Lender; or
19.1.2 the Institutional Lender and the Corporation cannot agree on the terms of an agreement for the protection of the Institutional Lender (commonly called a recognition agreement), if required by the Institutional Lender, provided that the Institutional Lender shall agree to accept the "Aztech" form of recognition agreement.

19.2 Purchaser's right to cancel under Par. 19.1 and recover the Contract Deposit is conditioned upon Purchaser's diligent compliance with all of the following "Financing Obligations":
19.2. 1 Purchaser must apply in good faith for the Loan from an Institutional Lender within 7 business days after a fully executed counterpart of this Contract is given to Purchaser;
19.2.2 the Loan application must contain truthful, accurate and complete information as required by the Institutional Lender; and
19.2.3 Purchaser must comply with all requirements of the Institutional Lender to obtain the Loan Commitment Letter and to close the Loan.

19.3 Purchaser may also cancel this Contract and recover the Contract Deposit in accordance with the procedure in Par. 19.4 if:
19.3.1 the Closing is adjourned by Seller or the Corporation for more than 45 business days from the date set for Closing in Par. 1.11; and
19.3.2 the Loan Commitment Letter expires on a date more than 45 business days after the date set for

Closing in Par. 1.11 and before the new date set for Closing pursuant to Par. 19.3. 1; and

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

19.4 In order to cancel pursuant to Par. 19.1 or 19.3, Purchaser shall give Notice of cancellation to Seller within 7 business days after the right to cancel arises. Purchaser's failure to timely give such Notice of cancellation will be deemed a conclusive waiver of such right to cancel. In case of cancellation pursuant to Par. 19.1, a copy of the loan application and any loan refusal letter or non-complying Loan Commitment Letter (as the case may be) issued by the Institutional Lender shall accompany the Notice of cancellation, if available, or if not then available, shall be provided promptly after receipt. In case of cancellation pursuant to Par. 19.3, a copy of all written communications between the Institutional Lender and Purchaser concerning the extension or new loan commitment shall accompany the Notice of cancellation (or a copy of any letter refusing to extend the loan commitment or make a new loan commitment received by Purchaser after sending the cancellation Notice shall be sent to Seller promptly after receipt. Purchaser's obligation under this Par. 19.4 shall survive the cancellation of this Contract.

19.5 The definitions for certain terms used in this Par. 19 are:

19.5.1 an "Institutional Lender" is any bank, savings bank, savings and loan association, trust company, credit union of which Purchaser is a member, insurance company or governmental entity which is duly authorized to issue a loan secured by the Shares and Lease in the state where the Unit is located and is then currently extending similarly secured loan commitments; and

19.5.2 a "Loan Commitment Letter" is a written offer to make the Loan with or without recourse, and whether or not conditional upon any factor other than an appraisal satisfactory to the Institutional Lender. An offer to make the Loan which is conditional on obtaining a satisfactory appraisal shall only become a Loan Commitment Letter upon such condition being met.

19.6.1 in the event Purchaser is denied a Loan Commitment Letter because of approval of the Corporation, Purchaser agrees to reapply for a Loan Commitment Letter with an Institutional Lender selected by Seller, which Seller has confirmed has recently issued Loan Commitment Letters in the building.

20. Singular/Plural and Joint/Several

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

21. No Survival

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

22. Inspections

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

23. Governing Law

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

24. Removal of Liens

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

24.2 Seller shall have a reasonable period of time to remove any such Lien.

25. Cooperation of Parties

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

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

26. FIRPTA ~~and Gains Tax~~

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

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

27. Additional Conditions

27.1 Purchaser shall not be obligated to close unless at the time of the Closing

27.1.1 the Corporation is duly incorporated and in good standing and is current in the payment of all taxes; and

27.1.2 the Corporation has fee title to the Premises whether or not marketable or insurable;

27.1.3 there is no pending in rem action or foreclosure action of any underlying mortgage affecting the Premises; and

27.2 Purchaser shall give Seller Notice of any failure of any of the conditions in Par. 27.1. If any condition in Par. 27.1 is not true and is not cured within a reasonable period of time after giving said Notice then either Seller or Purchaser shall have the option to cancel this Contract pursuant to Par. 16.

28. Escrow Terms

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

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

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

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

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

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

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

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

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

28.10 The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement in Paragraph 10 upon closing of title to the Unit; or

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

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

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

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

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

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

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

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

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

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

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

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

28.16 Seller agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352(e)(2-b) and 352(h) and the New York State Department of Law's regulations.

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

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

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

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

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

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

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

JOBER QB LLC
a New York limited liability company

By: Jober Ventures Inc., its manager

DocuSigned by:

By: STUART BERG

0A832199AA6E4CE...

Name: Stuart Berg
Title: Secretary

Norbert Fital, Purchaser

As to Escrow Deposit:

DocuSigned by:

STUART BERG

0A832199AA6E4CE...

Kurzman Eisenberg Corbin & Lever, LLP
Stuart Berg, Partner

RIDER ANNEXED TO AND FORMING A PART
OF CONTRACT OF SALE
FOR UNIT 2M
LOCATED AT 3845 SHORE PARKWAY,
BROOKLYN, NEW YORK BETWEEN
JOBER QB LLC AS SELLER AND
NORBERT FITAL, AS PURCHASER

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32. In the event of any inconsistency between the provisions of this Rider and those contained in the Contract of Sale, the provisions of this Rider shall govern and be binding.

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

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

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

34. Supplementing Paragraph 3, Purchaser agrees to accept the premises in "as is" condition and it is further agreed that Seller is not obligated to install any equipment or appliances in the Unit or otherwise make any repairs, improvements or decorations to the Unit or its equipment, appliances and fixtures **except as set forth in Purchaser's Rider**.

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

36. Any undertaking or obligation by Seller to be performed prior to closing in accordance with this Contract or the Plan as amended, shall be deemed satisfied on Purchaser's payment of the balance of the Purchase Price and acceptance of an assignment of the Shares. However, nothing herein will excuse Seller from any obligations or warranties expressly stated in the Plan as amended to survive the closing as it relates to the Unit nor will this relieve Seller from its compliance with Article 23-A of the General Business Law or representations in the Plan as amended nor be in derogation of Purchaser's rights under Article 23-A of the General Business Law.

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

carbon monoxide affidavit is required."

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

39. Modifying Paragraph 11 of the Contract of Sale, Purchaser shall pay all of the following closing costs, pursuant to the 29th Amendment to the Offering Plan:

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

    ~~B. The New York State deed document stamps, currently .4% of the total consideration, plus any applicable filing fee(s) [under current Tax Law § 1404(a), the amount of the NYS transfer tax will not be included in the total consideration subject to the NYS transfer tax]; and~~

    C. All fees imposed on a Purchaser by the Apartment Corporation in connection with the sale, including without limitation, move-in deposits and fees related to Purchaser's financing, if applicable, and mansion tax, if applicable.

All of the foregoing fees are cumulative.

40. Supplementing Paragraph 11.5 of the Contract of Sale, Purchaser expressly acknowledges and agrees that Purchaser shall be solely responsible for the payment of any and all assessments imposed or levied on the Shares after the date of Closing whether or not the assessment includes or is related to any expenses, credits or abatements for any time period prior to closing and such assessment shall not be subject to any post-closing apportionment. The paragraph shall survive the closing.

~~41.~~ As an inducement for Seller's acceptance of a mortgage contingency provision to the Contract of Sale, Purchaser represents, to the best of Purchaser's knowledge, that: (a) there are no outstanding liens or judgments against Purchaser; (b) in the last five (5) years Purchaser has not been received a declination to a mortgage application or declination for board approval of a cooperative apartment; (c) in the last seven (7) years that: (i) there have been no liens or judgments against Purchaser; (ii) Purchaser has not been the subject of a mortgage foreclosure action or a UCC foreclosure proceeding; and (iii) Purchaser has not filed for protection under any federal bankruptcy laws nor made an assignment for the benefit of creditors and Purchaser has no knowledge or intention of doing so prior to Closing. ~~If Purchaser's representations in this provision are untrue in any material respect, then the mortgage contingency provision in the Paragraph of the Contract of the Sale is waived and null and void.~~

42. Supplementing Paragraph 19.4, if Purchaser receives a loan refusal letter from an Institutional Lender, Purchaser, upon request by Seller's attorney, shall provide Seller's attorney with sufficient supporting details as to the reason for Lender's declination. A rejection letter from Purchaser's lending institution shall be deemed sufficient to satisfy this Paragraph.

43. Purchaser expressly acknowledges the Building's Smoking Policy, attached and incorporated as part hereof as Exhibit "B", and agrees to follow and conduct him and/or herself in accordance with same.

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

IN WITNESS WHEREOF, the Parties hereto have duly executed this Rider to Contract as of the __ day of July, 2025.
7/21/2025

Jober QB LLC,
a New York limited liability company

By: Jober Ventures Inc., its manager

DocuSigned by:
STUART BERG
By: ______________________
0A832199AA6E4CE
Name: Stuart Berg
Title: Secretary

____
Norbert Fital, Purchaser

EXHIBIT A

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

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

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

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

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

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

JOBER QB LLC
a New York limited liability company

By: Jober Ventures Inc., its manager

By: DocuSigned by: STUART BERG
0A83219...
Name: Stuart Berg
Title: Secretary

Date 07/17/25

Norbert Fital, *Purchaser*

Date 07/17/25

EXHIBIT B

SMOKING POLICY

See Attached

PURCHASER RIDER TO CONTRACT OF SALE

SPONSOR: Jober QB, LLC

PURCHASER: Norbert Fital

PREMISES: **3845 Shore Parkway, Unit 2M, Brooklyn, New York 11236**

DATE: 7/21/2025

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1. In the event of any inconsistency between the provisions of this Purchaser Rider and the provisions of the printed form to which it is annexed, the provisions of this Purchaser Rider shall govern and be binding.

2. Seller is not a party to any litigation involving the unit and has received no notice of any pending or threatened litigation or claim against or concerning Seller, the unit, the shares, the lease or the property included in this sale.

3. On the date of closing, the appliances, plumbing, air conditioning, heating and electrical systems, to the extent same are the responsibility of the Sponsor and not the Corporation, shall be in working order and unit shall be free of leaks that are the Sponsor's responsibility to repair under the Lease.

4. Sponsor represents that the Unit will be delivered free of violations and any open permits will be closed at the closing of title.

5. The parties hereto agree that facsimile transmission, docusign or scanned pdf files of original signatures on this Contract shall constitute and be accepted as original signatures. This Contract may be executed in counterparts, each of which when taken together shall constitute one and the same instrument.

6. Seller and Purchaser hereby agree that Purchaser shall be entitled to receive any credit or refund for real estate taxes relating to the period after Closing. In the event, Seller shall have received such refund either in the form of a check from the Corporation or a credit against Seller's maintenance payment, Seller shall promptly deliver a check to Purchaser in the amount of such refund. If the Corporation charges the Purchaser following Closing for the time period prior to closing, Seller shall reimburse Purchaser. The provisions of this paragraph shall survive Closing for a period of one year.

7. Notwithstanding anything to the contrary herein and modifying the terms of paragraph 18 of the printed contract herein, if Purchaser's Lender withdraws the commitment or fails to fund the loan for any reason, other than any issue relating to Purchaser, Purchaser shall be entitled to cancel the contract and receive back the down payment.

8. Sponsor shall indemnify Purchaser for any expenses incurred by Purchaser including reasonable attorney fees for any untimely payment or submission of New York City and New York State transfer tax returns to the appropriate taxing authority. This paragraph shall survive the closing.

9. The parties agree that their respective counsel are authorized to modify this Contract with respect to adjournment of dates and times for performance of duties, with the same force and effect as if modified in writing by the parties themselves. The parties further agree that all notices required to be served upon the parties under this Contract may be served upon the parties' respective counsel with the same force and effect as if served upon the parties themselves.

10. In the event of the death of Purchaser, then Purchaser's attorney shall have the right to terminate this Contract, provided written notice of termination is sent within ten (10) days after the occurrence of such death. In the event of the exercise of said right of cancellation, Seller shall promptly return to Purchaser's attorney all monies deposited hereunder by Purchaser on account of the Purchase Price, with any interest earned thereon. Upon such refund being made, this Contract shall be null and void and of no further force and effect and all rights, obligations and liabilities of the parties hereunder shall cease and come to an end.

11. Notwithstanding anything to the contrary contained in the Agreement, Purchaser shall have a one time right to adjourn the Closing and shall not be responsible for paying any adjournment fees under the Plan or under the Agreement and all apportionments shall be made as of 11:59 PM of the day preceding such actual closing date.

12. Sponsor will pay its own transfer agent fee at closing and Purchaser shall not be responsible for paying a flip tax if one is imposed on the Seller.

13. Sponsor will pay its own legal fee at closing.

14. Sponsor represents that all the appliances in the unit are new and Sponsor will leave any warranties for same in the unit to the extent in Seller's possession and assign any possessed warranties to Purchaser to the extent assignable.

SPONSOR:

DocuSigned by:

STUART BERG

0A832199AA6E4CE...

Jober QB LLC

By Jober Ventures Inc., its manager

By: Stuart Berg, Secretary

PURCHASER: