

ONE UNION SQUARE EAST CONDOMINIUM

One Irving Place

New York, New York 10003

Phone: 212-260-5521 Fax: 212-228-8768

PURCHASE REQUIREMENTS

PURSUANT TO THE BY-LAWS OF THE CONDOMINIUM "NO UNIT OWNER MAY SELL HIS UNIT OR ANY INTEREST THEREIN" EXCEPT BY COMPLYING WITH FOLLOWING PROVISIONS:

1. A LETTER OF INTENT STATING THAT YOU HAVE A BONA FIDE OFFER TO PURCHASE YOUR UNIT AND YOU ARE OFFERING SAID SALE TO THE BOARD OF MANAGERS UNDER THE SAME TERMS AND CONDITIONS.
2. COMPLETED PURCHASE APPLICATION SIGNED BY BOTH PARTIES (attached).
3. NOTIFICATION OF LEGAL MAILING ADDRESS FOR UNIT OWNER(S) (attached).
4. MOVE IN/MOVE OUT CHECKLIST SIGNED BY PURCHASER/(S) (attached).
5. AUTHORIZATION FOR CREDIT AND BACKGROUND CHECK SIGNED BY EACH PURCHASER (attached).
6. AFFIDAVIT PERTAINING TO THE HOUSE RULES AND BY-LAWS SIGNED BY PURCHASER/(S) (attached).
7. HEALTH CLUB RELEASE AND WAIVER LIABILITY AGREEMENT SIGNED BY PURCHASER/(S). (attached)
8. IF APPLICABLE, COPY OF MORTGAGE LOAN APPLICATION AND LOAN COMMITMENT.
9. COMPLETED FINANCIAL STATEMENT (2 PAGES) TO BE SIGNED BY PURCHASER/(S) (attached).
10. WINDOW GUARD NOTICE SIGNED BY THE PURCHASER/(S) (attached).
11. DOG RIDER SIGNED BY THE PURCHASER/(S) (attached).
12. FIRE SAFETY ACKNOWLEDGEMENT SIGNED BY PURCHASER/(S) (attached).

13. COMPLETED CERTIFICATE OF TERMINATION OF RIGHT OF FIRST REFUSAL. (attached)
14. COPY OF FULLY EXECUTED CONTRACT OF SALE.
15. COPY OF TWO FORMS OF GOVERNMENT ISSUED IDENTIFICATION (i.e. drivers license, passport, green card) FOR EACH APPLICANT AND OCCUPANT.
16. COMPLETED EMERGENCY CONTACT FORM. (attached)
17. REQUIRED FEES: ALL FEES ARE DUE WITH APPLICATION AND MUST BE CERTIFIED CHECKS OR MONEY ORDERS. THE FOLLOWING MUST BE MADE PAYABLE TO ONE UNION SQUARE EAST CONDOMINIUM.
 - a) AN APPLICATION-PROCESSING FEE IN THE AMOUNT OF \$500.00.
 - b) A REFUNDABLE MOVE IN/MOVE OUT DEPOSIT IN THE AMOUNT OF \$500.00 FROM ANYONE RESERVING A BLOCK OF TIME TO USE THE ELEVATOR.
 - c) ELEVATOR RESERVATION FEE IN THE AMOUNT OF \$250.00 FROM ANYONE RESERVING A BLOCK OF TIME FOR A MOVE-IN/OUT TO USE THE ELEVATOR.

THE FOLLOWING MUST BE MADE PAYABLE TO MAXWELL-KATES, INC.

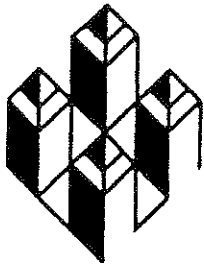
- d) INC. BACKGROUND AND CREDIT CHECK FEE IN THE AMOUNT OF \$200.00 FOR EACH PURCHASER. (FOR MARRIED APPLICANTS ONLY ONE FEE OF \$300.00 IS REQUIRED).

THE BOARD OF MANAGER AND/OR MANAGING AGENT OF ONE UNION SQUARE EAST CONDOMINIUM RESERVES THE RIGHT TO REQUEST ANY ADDITIONAL INFORMATION AT ANYTIME DURING THE REVIEW PROCESS.

PLEASE NOTE THAT A STAFF MEMBER OF ONE UNION SQUARE EAST CONDOMINIUM WILL INSPECT APARTMENT ON MOVE-OUT DAY.

THE ORIGINAL AND ONE (1) COLLATED COPY OF THE PACKAGE MUST BE FORWARDED TO:

MANAGEMENT OFFICE
ONE UNION SQUARE EAST CONDOMINIUM
ONE IRVING PLACE
NEW YORK, NEW YORK 10003
ATTENTION: TONI D'EGIDIO



PROPOSAL FOR SALE

UNIT NO.: _____

PURCHASE PRICE \$ _____

EFFECTIVE DATE: _____

PROPOSED SELLER(S): _____ S.S.# _____

_____ S.S.# _____

_____ S.S.# _____

_____ S.S.# _____

SELLER(S) ADDRESS: _____

SELLER(S) PHONE NO.: _____ E-MAIL _____

SELLER(S) ATTORNEY: _____

ATTORNEY'S ADDRESS: _____

ATTORNEY'S PHONE: _____ E-MAIL _____

PURCHASER(S) NAME(S): _____ S.S.# _____

_____ S.S.# _____

_____ S.S.# _____

_____ S.S.# _____

PURCHASER(S) PRESENT ADDRESS: _____

PURCHASER(S) PHONE NO.: _____ E-MAIL _____

NAME OF EMPLOYER/POSITION: _____

BUSINESS ADDRESS: _____

PHONE NO.: _____ E-MAIL _____

PURCHASER(S) ATTORNEY: _____

ATTORNEY'S ADDRESS: _____

ATTORNEY'S PHONE: _____ E-MAIL _____

DO YOU INTEND TO RESIDE IN THE APARTMENT? _____

NAME OF ALL RESIDENTS WHO WILL RESIDE IN THE APARTMENT: _____

ADDRESS OF ANY ADDITIONAL RESIDENCE OWNED OR LEASED: _____

WILL YOU BE MAINTAINING PETS IN THE APARTMENT? IF SO, PLEASE SPECIFY: _____

SIGNATURE OF SELLER(S): _____ DATE: _____

_____ DATE: _____

_____ DATE: _____

_____ DATE: _____

SIGNATURE OF PURCHASER(S): _____ DATE: _____

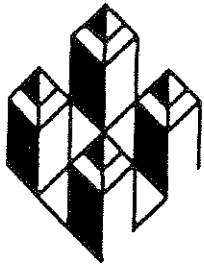
_____ DATE: _____

_____ DATE: _____

_____ DATE: _____

BROKER'S NAME: _____ DAYTIME TEL. # _____

COMPANY NAME: _____



**NOTIFICATION
OF LEGAL MAILING ADDRESS
FOR
UNIT OWNER**

All communications and invoices concerning the ownership of the unit indicated below should be sent to the following address, rather than to the apartment:

UNIT NO.: _____

OWNERS: _____

ADDRESS: _____

TELEPHONE NUMBERS

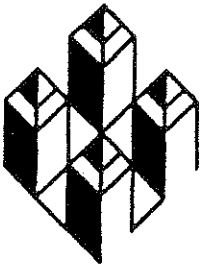
BUSINESS: _____

HOME: _____

E-MAIL

BUSINESS: _____

HOME: _____



Move In / Move Out Checklist

Kindly affix your SIGNATURE after each of the following:

1. I understand that moves are only permitted Monday through Friday, between the hours of 9:00 A.M. and 5:00 P.M. Moves will not be permitted on the weekend.

X _____

2. I must contact the on-site Management office at (212) 260-5521 to schedule any move-in, or move-out date, which I must schedule at least four (4) weeks in advance. Morning moves are only available between 9:00 A.M. and 1:00 P.M. and the Afternoon moves are only available between 1:00 P.M. and 5:00 P.M. Any move that exceeds the scheduled time slot will be fined accordingly.

X _____

3. My desired move-in or move-out date, as well as time slot may not be available. Therefore, I must comply with Management and schedule a date and time that is available. I understand that no two moves are permitted at any one time.

X _____

4 Attached please find my certified checks for the following:

- \$500.00 Damage Deposit (Refundable)
- \$250.00 Elevator Reservation Fee (Non-Refundable)

Both checks are to be made payable to: **One Union Square East Condominium**

X _____

5. Unless my move-in or move-out is a self-move, I understand that my moving company must submit a Certificate of Insurance one (1) week in advance of the date of my move. I will have my moving company contact the on-site Management office at (212) 260-5521 in order to receive specific instructions on the insurance information that must be submitted.

X _____

By signing below, I acknowledge that I (we) have been made aware of my/our responsibilities as new Tenant(s) in the building. I will contact the on-site Management office at (212) 260-5521 located at One Irving Place, New York, NY 10003, at least four (4) weeks prior to my desired move-in or move-out date, to arrange for an available date and time slot.

I further acknowledge by signing below that my **\$500.00 Damage Deposit (Refundable)** and **\$250.00 Elevator Reservation Fee (Non-refundable)** are due in advance of my moving date, and must be submitted as separate checks. It is also understood that both of these checks will be certified checks only, and will be made payable to **One Union Square East Condominium.**

In addition to this, I have been informed that in order to avoid last minute confusion, all large deliveries have to be scheduled in advance by contacting the Management office at (212) 260-5521. **For all deliveries, a \$500.00 Damage Deposit (Refundable) is required, and must be paid via certified check to One Union Square East Condominium.**

Signed by Tenant(s): X _____

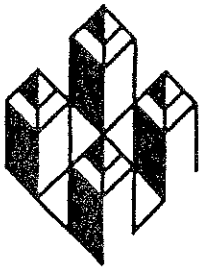
Date: _____

X _____

Date: _____

X _____

Date: _____



Criminal/Credit Report Authorization

"I HEREBY AUTHORIZE MAXWELL-KATES, INC. TO OBTAIN A CONSUMER REPORT, AND ANY OTHER INFORMATION IT DEEMS NECESSARY, FOR THE PURPOSE OF EVALUATING MY APPLICATION. I UNDERSTAND THAT SUCH INFORMATION MAY INCLUDE, BUT IS NOT LIMITED TO, CREDIT HISTORY, CIVIL AND CRIMINAL INFORMATION, RECORDS OF ARREST, RENTAL HISTORY, EMPLOYMENT/SALARY DETAILS, VEHICLE RECORDS, LICENSING RECORDS AND/OR ANY OTHER NECESSARY INFORMATION. I HEREBY EXPRESSLY RELEASE MAXWELL-KATES, INC. AND ANY OTHER PROCURER OR FURNISHER OF INFORMATION, FROM ANY LIABILITY WHAT-SO-EVER IN THE USE, PROCUREMENT, OR FURNISHING OF SUCH INFORMATION, AND UNDERSTAND THAT MY APPLICATION INFORMATION MAY BE PROVIDED TO VARIOUS LOCAL, STATE AND/OR FEDERAL GOVERNMENT AGENCIES, INCLUDING WITHOUT LIMITATION, VARIOUS LAW ENFORCEMENT AGENCIES."

Please include a fee in the amount of \$200.00 per applicant (for married applicants, only one fee of \$300.00 is required) for criminal/credit report to be submitted with application in addition to other required fees. Fees must be paid by certified check or money order and made payable to Maxwell-Kates, Inc.

Applicant signature: _____

Print Name: _____

Address: _____

Social Security #: _____

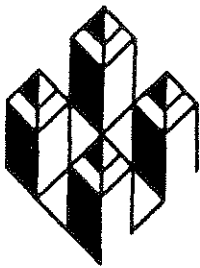
Date of Birth: _____

Co-Applicant signature: _____

Address: _____

Social Security #: _____

Date of Birth: _____



RELEASE AND WAIVER LIABILITY AGREEMENT

In consideration of the right to use the Zeckendorf Health Club, the undersigned on behalf of himself/herself and on behalf of his/her personal representatives, assigns, heirs, executors, hereby fully and forever releases, waivers, discharges and covenants not to sue One Union Square East Condominium, its officers, directors, employees, agents, successors and/or assigns (collectively, "Releasees") from all liability to the undersigned and his/her personal representatives, assigns, heirs and executors, for all losses or damages and any and all claims or demands therefore, on account of injury to the undersigned, in connection with the undersigned's use of the Zeckendorf Health Club and equipment located therein which is located at 1 Irving Place, New York, New York, except to the extent that such injury is caused by or results from the Releasees' gross negligence.

The undersigned represents and warrants that he/she is in good physical condition and is able to safely use the Zeckendorf Health Club and equipment located therein. The undersigned is fully aware of the risks and hazards inherent in using exercise equipment and associated activities including, but not limited to, aerobic exercise. The undersigned hereby assumes all risk of loss, damage, or injury that maybe sustained by him/her while using or as a result of using the Zeckendorf Health Club and/or the equipment located therein. The undersigned agrees to comply with all rules and regulations that are or may be adopted for use of the Zeckendorf Health Club.

The undersigned warrants that all statements made herein are true and correct and understands that Releasees have relied on them in allowing undersigned to use the Zeckendorf Health Club.

IF PERSON USING THE ZECKENDORF HEALTH CLUB AND/OR EQUIPMENT LOCATED THEREIN IS UNDER AGE 18: The parent certifies that his/her son/daughter has his/her permission to use the Zeckendorf Health Club. The parent has read the foregoing RELEASE AND WAIVER OF LIABILITY AGREEMENT and by accepting the waiver intentionally and voluntarily agrees to its terms and conditions. The parent further certifies that his/her son/daughter is in good physical condition and is able to safely use Zeckendorf Health Club and/or the equipment located therein.

THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS READ THE TERMS OF THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT AND AGREES TO THE CONDITIONS STATED HEREIN.

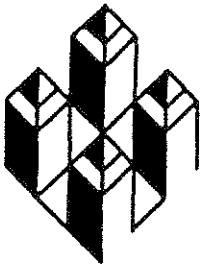
Name: _____ Date: _____

Signature: _____ Date: _____

Apartment Number: _____

Emergency Contact: _____

Authorized Staff
Signature: _____ Date: _____



**TO: THE BOARD OF MANAGERS –
One Union Square East Condominium**

MY/OUR SIGNATURE BELOW INDICATES THAT I/WE HAVE RECEIVED, READ, UNDERSTAND, AND AGREE TO ABIDE BY THE OFFERING PLAN, DECLARATION OF CONDOMINIUM, HOUSE RULES, AS AMENDED FROM TIME TO TIME BY THE BOARD OF MANAGERS AND BY-LAWS OF *ONE UNION SQUARE EAST CONDOMINIUM*

I/WE ALSO UNDERSTAND THAT UNITS IN THE CONDOMINIUM MAY NOT BE USED FOR BUSINESS PURPOSES. I/WE AGREE TO ABIDE BY THIS RULE.

I/WE ALSO UNDERSTAND THAT PRIOR TO MOVING IN, I/WE AGREE TO SIGN THE HEALTH CLUB WAIVER WHICH IS ATTACHED HERETO.

SIGNATURE(S): _____ DATE: _____
_____ DATE: _____

FINANCIAL STATEMENT

Name: _____

1) _____

(2) _____

The following is submitted as being a true and accurate statement of the financial condition of the undersigned. S.S.# (1) _____

S.S.# (2) _____

ASSETS			LIABILITIES		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Cash in banks			Notes Payable:		
Money markets Funds			To Banks		
Contract Deposit			To Relative		
Investments: Bonds & Stocks			To Others		
-see schedule			Installment Accounts Payable:		
Investment in Own Business			Automobile		
Accounts and Notes Receivable			Other		
Real Estate Owned - see schedule			Other Accounts Payable		
Year Make			Mortgages Payable on Real		
Automobiles:			Estate - see schedule		
Personal Property & Furniture			Unpaid Real Estate Taxes		
Life Insurance			Unpaid Income Taxes		
Cash Surrender Value			Chattel Mortgages		
Retirement Funds/IRA			Loans on Life Insurance Policies		
401K			(Include Premium Advances)		
KEOGH			Outstanding Credit Card Loans		
Profit Sharing/Pension Plan			Other Debts - itemize		
Other Assets			TOTAL LIABILITIES		
TOTAL ASSETS			NET WORTH		
COMBINED ASSETS			TOTAL LIABILITIES		
SOURCE OF INCOME			& NET WORTH		
	Applicant	Co-Applicant	COMBINED		
Base Salary			CONTINGENT LIABILITIES		
Overtime Wages			As Endorser or Co-maker on Notes		
Bonus & Commissions			Alimony Payments (Annual)		
Dividends and Interest Income*			Child Support		
Real Estate Income (Net)			Are you defendant in any legal acti		
Other Income - itemize			Are there any unsatisfied judgment		
TOTAL			Have you ever taken bankruptcy?		
GENERAL INFORMATION					
	Applicant	Co-Applicant			
Personal Bank Accounts at			PROJECTED EXPENSES / MONTHLY		
Savings & Loans Accounts at			Maintenance		
			Apartment Financing		
			Other Mortgages		
			Bank Loans		
Purpose of Loan			Auto Loan		
			TOTAL		

SCHEDULE OF BONDS AND STOCKS

AMOUNT OF SHARES	DESCRIPTION (EXTENDED VALUATION IN COLUMNS)	MARKETABLE VALUE	NON-MARKETABLE VALUE

SCHEDULE OF REAL ESTATE

DESCRIPTION AND LOCATION	COST	ACTUAL VALUE	MORTGAGE AMOUNT	MATURITY DATE

SCHEDULE OF NOTES PAYABLE

Specify any assets pledged as collateral, including the liabilities they secure:

TO WHOM PAYABLE	DATE	AMOUNT	DUE	INTEREST	PLEGGED AS SECURITY

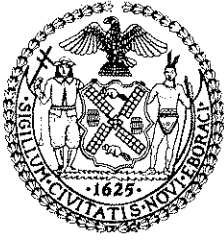
The foregoing application (pages 1 through 5) has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all the information contained herein is true and correct.

Date _____

Signature _____

Date _____

Signature _____



Notice to Tenant or Occupant

You are required by law to have window guards installed in all windows* if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason).

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH

Rudolph W. Giuliani Mayor Benjamin Mojica, MD, MPH Acting Commissioner

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.

CHECK WHICHEVER APPLY:

CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS*

NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS*

I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

WINDOW GUARDS NEED MAINTENANCE OR REPAIR

WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR

Tenant's Name: _____
(Print) (Address/Apt. No.)

Tenant's Name: _____ Date _____
(Signature)

RETURN THIS FORM TO:

 Owner/Manager's Name

 Owner/Manager's Address

**For Further Information Call:
 Window Falls Prevention (212) 676-2158**

*Except windows giving access to fire escapes or a window on the first floor that is a required means of egress from the dwelling unit.

Dog Rider

The following are the applicable policies and procedures that govern the issue of dogs in Zeckendorf Towers.

1. Owner Occupants with current registration are permitted to keep a dog/s. Registration consists of signing the official dog register, and obtaining a green plastic dog tag from the Management Office. The tag must be worn when the dog(s) is in any of the common areas within the One Union Square East Condominium property. A registration fee of \$150.00 can be made payable to One Union Square East Condominium at the time of registration.
2. Any new dog(s) must be registered.
3. Only owner occupants are permitted to keep a dog. They are not permitted by any other tenant.
4. Dog(s) must be transported on the service elevator from the lobby to the 7th Floor and from 7th floor to the lobby.
5. Dog(s) must be on a leash (maximum of six (6) feet) or physically held when outside an owner unit. They are not permitted to run loose on common terraces or in other common areas.
6. Dog are not permitted to eliminate in hallways, elevators, terraces, on or near the building, or around the trees in front of the building.
7. Pit bull terriers are not permitted in the building at anytime.

Fine Schedule

In addition to paying the cleaning costs, or repair of damages caused, fines for violation of rules will be as follows:

First Violation	\$100.00
Second Violation	\$250.00
Third Violation	\$500.00
Subsequent Violation	\$1,000.00

Failure to pay fines will result in a ban of the dog in question from the building.

By signing below, I the Unit Owner/Occupant understand the above rules and regulations, and agree to abide by them understand that I may be asked to permanently remove my dog from the building should it create disturbances.

Unit Owner/Occupant Signature

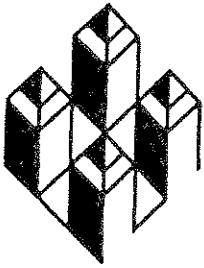
Apartment

Date

Unit Owner/Occupant Signature

Apartment

Date



Dear Prospective Unit Owner/Tenant:

The NYC Fire Department has established a rule entitled "Resident Fire Safety Plans and Notices". The rule, implemented to provide helpful information to maximize your safety in the event of a fire or other emergency in your building, requires that each apartment receive the attached **Fire Safety Plan** each year.

Please take the time to carefully read the **Fire Safety Plan** developed specifically for your building and discuss it with each member of your household. The plan will provide you with pertinent information about your building's construction and procedures to follow in the event of a fire. Our buildings are "non-combustible", built with fire resistant materials. Although fires started within an apartment of a "non-combustible" building are less likely to spread and are usually contained within the apartment, fires generate large amounts of smoke and heat that can travel to other apartments and floors. You must be prepared to act in the event of such an emergency. Please keep the plan in a safe place, known to everyone in your home.

A **Fire Safety Notice** should be affixed to the inside of your apartment door. It is imperative that you and all the members of your household familiarize yourselves with the notice. If the notice is not on your apartment door, please contact the Management office at 212-260-5521 to receive one. The notice is self-adhesive and you must post it to the inside of your apartment door **no lower than** four (4) feet from the floor, **nor higher than** five and a half (5 ½) feet from the floor.

The Board of Managers, Management and Maintenance Staff are dedicated to ensuring the continuous safety of all residents and employees. We urge you to take the time to review the **Fire Safety Plan**. It may save your life and the lives of your family and neighbors!!

Toni D'Egidio
Property Manager
Maxwell-Kates, Inc.
Managing Agent

I hereby acknowledge receiving the required Residential Fire Safety Plan:

Print Name

Signature

Date

Print Name

Signature

Date



Maxwell-Kates, Inc.
9 East 38th Street • 6th Floor • New York, NY 10016
Phone: (212) 684-8282 • Fax: (212) 684-8077
www.mkirealtors.com

October 1, 2002

Re: 2002 Fire Safety Plan

Dear Shareholders, Unit Owners and Occupants:

Please find enclosed your 2002 Fire Safety Plan. This is being distributed to all residents pursuant to 3 RCNY, Section 43-01: Residential fire safety plans and notices. As you may remember, you received a similar plan last October. The law requires that you receive this information every year either during Fire Safety Week or in January.

This Fire Safety Plan provides you with information and evacuation procedures to follow in the event of a fire in your building. Please take a moment to familiarize yourself and your family with this important information. This is also a good time to ensure that your Fire Safety Notice, the sticker you received in 2000, is still in place on your primary exit door.

Thank you for your attention to this serious safety matter.

Very truly yours,

Maxwell-Kates, Inc.

**FIRE SAFETY PLAN
PART II – FIRE EMERGENCY INFORMATION**

BUILDING
ADDRESS: _____

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY PLAN CONTAINS:

- Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.
- Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- Emergency fire safety and evacuation instructions in the event of fire in your building.

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan	(212) 999-2222
Bronx	(212) 999-3333
Brooklyn	(718) 999-4444
Queens	(718) 999-5555
Staten Island	(718) 999-6666

**OR TRANSMIT AN ALARM FROM
THE NEAREST FIRE ALARM BOX**

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.

APPENDIX 1 TO 3 RCNY §43-01

2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as "fireproof" or "non-fireproof." Residential buildings built in or after 1968 are generally classified either as

“combustible” or “non-combustible.” The type of building construction generally depends on the size and height of the building.

A “non-combustible” or “fireproof” building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or space in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A “combustible” or “non-fireproof” building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.

Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

Interior Stairs: All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

Exterior Stairs: Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

Fire Tower Stairs: These are generally enclosed stairwells in a “tower” separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

Fire Escapes: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a “secondary” or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

APPENDIX 1 TO 3 RCNY §43-01

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.

Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Residential buildings are generally not required to have fire sprinkler systems. Some residential buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed or substantially renovated after March 1999 will be required by law to be equipped with fire sprinkler systems throughout the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.

Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.

Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with a public address system.

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.

THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.

General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire. Never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

Evacuation Instructions If The Fire Is In Your Apartment
(All Types of Building Construction)

1. Close the door to the room where the fire is, and leave the apartment.
2. Make sure EVERYONE leaves the apartment with you.
3. Take your keys.
4. Close, but do not lock, the apartment door.

APPENDIX 1 TO 3 RCNY §43-01

5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exit the building.
7. DO NOT USE THE ELEVATOR.
8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

Evacuation Instructions If The Fire Is Not In Your Apartment

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDING

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.

APPENDIX 1 TO 3 RCNY §43-01

2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.
4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
 - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
 - B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
 - C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
 - D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

FIRE SAFETY PLAN

PART 1-BUILDING INFORMATION SECTION

BUILDING OWNER/REPRESENTATIVE

ONE UNION SQUARE EAST CONDOMINIUM

C/O MAXWELL-KATES, INC.

9 EAST 38TH STREET, 6TH FLOOR

NEW YORK, NEW YORK 10016

(212)684-8282

BUILDING ADDRESS: ONE IRVING PLACE, NEW YORK, NEW YORK 10003

BUILDING INFORMATION:

Year of Construction: 1987

Type of Construction: Combustible Non-Combustible

Number of Floors: 28 Above Ground 1 Below Ground

Sprinkler System: Yes No

Sprinkler System Coverage: Entire Building Partial (complete all that apply)

Dwelling Units:

Hallways:

Stairwells:

Compactor Chute:

Other:

7th FLOOR, LAUNDRY ROOMS

ALL CHUTES WITHIN REFUSE CLOSETS ON EACH FLOOR

COMPACTOR ROOM – BASEMENT

Fire Alarm: Yes Transmit Alarm to Fire Dept/Fire Alarm Co. No

Location of Manual Pull Stations: ALL RESIDENTIAL FLOORS

Public Address System: Yes No

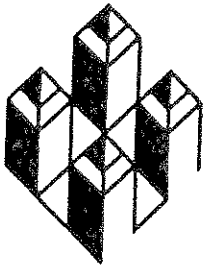
Location of Speakers: Stairwell Hallway Dwelling Unit Other: BASEMENT AND MAIN LOBBY CONTROLLED BY COMMERCIAL TENANT

Means of Egress (e.g., Unclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Towers Stairs, Fire Escapes, Exits):

<u>Type of Egress</u>	<u>Identification</u>	<u>Location</u>	<u>Leads to</u>
1 MAIN ENTRANCE		LOBBY	STREET
2 INTERIOR STAIRS	S, T	ALL FLOORS IN VILLAGE TOWER	STREET
2 INTERIOR STAIRS	U, V	ALL FLOORS IN UNIVERSITY TOWER	STREET
2 INTERIOR STAIRS	W, X	ALL FLOORS IN GRAMERCY TOWER	STREET
2 INTERIOR STAIRS	Y, Z	ALL FLOORS IN PARK TOWER	STREET
2 EXIT	R, N	BASEMENT	STREET
1 EXIT	GARAGE	BASEMENT	STREET

Other Information: BUILDING HAS EMERGENCY GENERATOR SYSTEM FOR BACK-UP STAIRCASE LIGHTING, UP TO 7TH FLOOR ONLY.

DATE PREPARED: 10/04/04



TO: ALL RESIDENTS
FROM: MANAGEMENT OFFICE
RE: EMERGENCY ACCESS
DATE: _____

IN THE EVENT OF AN EMERGENCY, IT IS EXTREMELY IMPORTANT THAT THE MANAGEMENT OFFICE HAVE IMMEDIATE ACCESS TO YOUR APARTMENT. IF WE CANNOT GAIN ACCESS TO YOUR APARTMENT BECAUSE OF THE LACK OF KEYS DURING AN EMERGENCY, THE MAINTENANCE STAFF WILL TAKE ACTION TO GAIN ENTRY WITH THE POSSIBLE DAMAGE BEING THE RESPONSIBILITY OF THE UNIT OWNER. PLEASE CHECK THE OPTION (S) THAT APPLY TO YOU.

NAME: _____ UNIT# _____
DAYTIME# _____ CELL.# _____ E-MAIL _____

WE CAN BEST PROTECT LIFE AND PROPERTY WHEN MANAGEMENT HOLDS YOUR KEYS OR HAS INFORMATION ON FILE INDICATING THE NEIGHBOR OR FAMILY MEMBER WHO CAN PROVIDE THE NECESSARY ENTRY.

_____ MY KEYS ARE FILED WITH THE MAINTENANCE OFFICE OR WILL BE FILED WITHIN THE NEXT THIRTY DAYS.

_____ MY NEIGHBOR/RELATIVE _____ RESIDING AT _____
HAS KEYS TO MY APARTMENT. TEL# _____ OFFICE# _____

ARE YOU OR ANYONE IN YOUR HOUSEHOLD ON:

LIFE SUPPORT	_____ YES _____	_____ NO _____
USE AN OXYGEN TANK	_____ YES _____	_____ NO _____
DISABLED	_____ YES _____	_____ NO _____
ARE YOU A SENIOR CITIZEN LIVING ALONE	_____ YES _____	_____ NO _____

_____ I HAVE A PET: _____

IN CASE OF EMERGENCY PLEASE CONTACT:

CONTACT NAME: _____

ADDRESS: _____

RELATION: _____

TELEPHONE # (HOME) _____

(BUSINESS) _____

CERTIFICATE OF TERMINATION OF
RIGHT OF FIRST REFUSAL – SALE

RE: ONE UNION SQUARE EAST CONDOMINIUM

UNIT: _____

TOWER: _____

Reference is made to that certain proposed Contract of Sale ("The Contract"), dated _____ between _____ ("The Unit Owner"), as Seller, and _____ as Purchaser, with respect to residential Unit No. _____ ("The Unit") in the _____ Tower, at One Union Square East Condominium (the Residential Portion which is known as Zeckendorf Towers), One Irving Place, New York, New York, a copy of which contract was previously delivered to the undersigned. The undersigned hereby certifies that the provisions of Article 8 of the By-Laws of One Union Square East Condominium with respect to the Contract have been met by the Unit Owner and as a result thereof the Right of First Refusal with respect to the Contract is terminated in accordance with, and subject to, the provisions of Article 8 of the said By-Laws.

This Certificate of Termination is being given in reliance upon the Unit Owner entering into the Contract in the form and substance submitted to the undersigned within the time period set forth in Section 8.1-3 of the By-Laws, and shall be null and void, ab initio, in the event the Contract is not entered into within such time period, or if the Contract is modified, amended, or assigned without the prior written consent of the undersigned.

Furthermore, this certificate of Termination shall be ineffective and considered null and void in the event (i) the Unit Owner shall fail to convey title to the Unit to the Purchaser by the closing date set forth in the Contract (in which case the Unit must first again be offered for sale to the Residential Board of Managers on behalf of all Residential Unit Owners of the Condominium before same can be sold and title conveyed, as more particularly provided in the said By-Laws); or (ii) the Purchaser fails to duly execute, acknowledge and deliver to the Residential Board of Managers, in accordance with Article 17 of the Declaration, a Residential Unit Power of Attorney which shall be substantially the same form as set forth in Exhibit III of the Condominium Offering Plan for the Residential Section of One Union Square East Condominium.

Except as otherwise defined herein, all capitalized terms herein shall have the same meanings given to those terms in the Declaration of One Union Square East Condominium.

IN WITNESS THEREOF, The Residential Board of Managers of One Union Square East Condominium has duly executed this Certificate on this _____ day _____, 20 _____.

THE RESIDENTIAL BOARD OF MANAGERS
OF ONE UNION SQUARE EAST
CONDOMINIUM

By: _____

RESIDENTIAL UNIT POWER OF ATTORNEY

Terms used in this Residential Unit Power of Attorney which are used (a) in the declaration (the "Declaration") establishing a plan for condominium ownership of the premises known as One Union Square East Condominium, the Residential Section of which shall be known as Zeckendorf Towers, and by the street number One Irving Place, New York, New York under Article 9- B of the Real Property Law of the State of New York, dated June 23, 1987, and recorded in the New York County office of the Register of The City of New York on August 10, 1987, in Reel 1271, page 2440, or (b) in the By-Laws of One Union Square East Condominium (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned _____, the owner of the Residential Unit (the "Unit") known as Unit No. _____ in One Union Square East Condominium, said Unit being designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot _____ in Block 870 of Section 3 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, does hereby nominate, constitute and appoint the persons who may from time to time constitute the Residential Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Residential Board in the name of their designee (corporate or otherwise), on behalf of all Residential Unit Owners, in accordance with such Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (IXa) following due authorization by the Residential Unit Owners, to acquire or lease any Residential Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, upon such terms and conditions as shall be approved by a Majority of Residential Unit Owners, (b) to acquire any Residential Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, on such terms and (with respect to any transfer under (IXa) above) at such price or at such rental, as the case may be, as said attorneys-in- fact shall deem proper and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Residential Unit so acquired by them, or to sublease any Residential Unit so leased by them without the necessity of further authorization by the Residential Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Residential Section that the Residential Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Residential Section, or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Residential Section that the Residential Board deems necessary or appropriate.

UNIT POWER OF ATTORNEY

Premises: _____ Unit _____:

One Union Square East Condominium the Residential Section of which shall be known as Zeckendorf Towers

Block: _____

Lot: _____

County: New York

When Recorded, Return by Mail to:

Rottenberg Lipman Rich, P.C.
369 Lexington Avenue, 15th Floor
New York, New York 10017

Attention: Aileen A. Murphy, Paralegal

Note: This form is intended to deal with matters common to most transactions involving the sale of a condominium unit. Provisions should be added, altered or deleted to suit the circumstances of a particular transaction. No representation is made that this form of contract complies with Section 5-702 of the General Obligations Law ("Plain Language Law").

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

Contract of Sale - Condominium Unit

Agreement made as of

between

residing at

and

residing at

("Seller")

("Purchaser")

1. Unit: Seller agrees to sell and convey, and Purchaser agrees to purchase, Unit No. ("Unit") in the building ("Building") known as Condominium ("Condominium") and located at

a percent undivided interest in the Common Elements (as defined in para. 6) appurtenant thereto, all upon and subject to the terms and conditions set forth herein. The Unit shall be as designated in the Declaration of Condominium Ownership (as the same may be amended from time to time, the "Declaration") of the Condominium, recorded in County, New York or the By-Laws (as the same may be amended from time to time, the "By-Laws") of the Condominium.

2. Personal Property: (a) The sale includes all of Seller's right, title and interest, if any, in and to:

(i) the refrigerators, freezers, ranges, ovens, dishwashers, washing machines, clothes dryers, cabinets and counters, lighting and plumbing fixtures, air conditioning equipment, venetian blinds, shades, screens, storm windows and other window treatments, wall-to-wall carpeting, bookshelves, switchplates, door hardware, built-ins and articles of property and fixtures attached to or appurtenant to the Unit, except those listed in subparagraph 2(b), all of which included property and fixtures are represented to be owned by Seller, free and clear of all liens and encumbrances other than those encumbrances ("Permitted Exceptions") set forth on Schedule A annexed hereto and made a part hereof (strike out inapplicable items); and

(ii)

(b) Excluded from this sale are:

(i) furniture and furnishings (other than as specifically provided in this Contract); and
(ii)

(c) The property referred to in subparagraph 2(a)(i) and (ii) may not be purchased if title to the Unit is not conveyed hereunder.

3. Purchase Price: (a) The purchase price ("Purchase Price") is \$, payable as follows:

(i) \$ ("Downpayment") on the signing of this Contract by check subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to para. 16; and

(ii) \$ constituting the balance of the Purchase Price, by certified check of Purchaser or official bank check (except as otherwise provided in this Contract) on the delivery of the deed as hereinafter provided.

(b) All checks in payment of the Purchase Price shall represent United States currency and be drawn on or issued by a bank or trust company authorized to accept deposits in New York State. All checks in payment of the Downpayment shall be payable to the order of Escrowee (as hereinafter defined). All checks in payment of the balance of the Purchase Price shall be payable to the order of Seller (or as Seller otherwise directs pursuant to subparagraphs 6(a)(ix) or 19(b)).

(c) Except for the Downpayment and checks aggregating not more than one-half of one percent of the Purchase Price, including payment for closing adjustments, all checks delivered by Purchaser shall be certified or official bank checks as hereinabove provided.

4. Closing of Title: The closing documents referred to in para. 6 shall be delivered, and payment of the balance of the Purchase Price shall be made, at the closing of title ("Closing"), to be held on at M., at the offices of

or at the office of Purchaser's lending institution or its counsel; provided, however, that such office is located in either the City or County in which either (a) Seller's attorney maintains an office or (b) the Unit is located.

5. Representations, Warranties and Covenants: Seller represents, warrants and covenants that:

(a) Seller is the sole owner of the Unit and the property referred to in subparagraph 2(a), and Seller has the full right, power and authority to sell, convey and transfer the same;

(b) The common charges (excluding separately billed utility charges) for the Unit on the date hereof are \$ per month;

(c) Seller has not received any written notice of any intended assessment or increase in common charges not reflected in subparagraph 5(b). Purchaser acknowledges that it will not have the right to cancel this Contract in the event of the imposition of any assessment or increase in common charges after the date hereof of which Seller has not heretofore received written notice;

(d) The real estate taxes for the Unit for the fiscal year of through are \$

(e) Seller is not a "sponsor" or a nominee of a "sponsor" under any plan of condominium organization affecting the Unit;

(f) All refrigerators, freezers, ranges, dishwashers, washing machines, clothes dryers and air conditioning equipment included in this sale will be in working order at the time of Closing;

(g) If a copy is attached to this Contract, the copy of the Certificate of Occupancy covering the Unit is a true and correct copy; and

(h) Seller is not a "foreign person" as defined in para. 18. (If inapplicable, delete and provide for compliance with Code Withholding Section, as defined in para. 18.)

6. Closing Documents: (a) At the Closing, Seller shall deliver to Purchaser the following:

(i) Bargain and sale deed with covenant against grantor's acts ("Deed"), complying with RPL § 339-0 and containing the covenant required by LL § 13(5), conveying to Purchaser title to the Unit, together with its undivided interest in the Common Elements (as such term is defined in the Declaration and which term shall be deemed to include Seller's right, title and interest in any limited common elements attributable to or used in connection with the Unit) appurtenant thereto, free and clear of all liens and encumbrances other than Permitted Exceptions. The Deed shall be executed and acknowledged by Seller and, if requested by the Condominium, executed and acknowledged by Purchaser, in proper statutory form for recording;

(ii) If a corporation and if required pursuant to BCL § 909, Seller shall deliver to Purchaser (1) a resolution of its board of directors authorizing the delivery of the Deed and (2) a certificate executed by an officer of such corporation certifying as to the adoption of such resolution and setting forth facts demonstrating that the delivery of the Deed is in conformity with the requirements of BCL § 909. The Deed shall also contain a recital sufficient to establish compliance with such law;

(iii) A waiver of right of first refusal of the board of managers of the Condominium ("Board") if required in accordance with para. 8;

(iv) A statement by the Condominium or its managing agent that the common charges and any assessments then due and a payable the Condominium have been paid to the date of the Closing;

(v) All keys to the doors of, and mailbox for, the Unit;

(vi) Such affidavits and/or other evidence as the title company ("Title Company") from which Purchaser has ordered a title insurance report and which is authorized to do business in New York State shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against Seller and persons or entities whose names are the same as or are similar to Seller's name;

(vii) Official New York State Real Property Transfer Gains Tax Tentative Assessment and Return (or, if applicable, Official Statement of No Tax Due) duly completed by the New York State Department of Taxation and Finance (or, if applicable, a duly executed and acknowledged affidavit of Seller in form required pursuant to the Gains Tax Law (as hereinafter defined) claiming exemption therefrom;

(viii) New York City Real Property Transfer Tax Return, if applicable, and combined Real Property Transfer Gains Tax Affidavits, prepared, executed and acknowledged by Seller in proper form for submission;

(ix) Checks in payment of all applicable real property transfer taxes except a transfer tax which by law is primarily imposed on the purchaser ("Purchaser Transfer Tax") and any New York State Real Property Transfer Gains Tax ("Gains Tax") due in connection with the sale. In lieu of delivery of such checks, Seller shall have the right, upon not less than 3 business days notice to Purchaser, to cause Purchaser to deliver said checks at the Closing and to credit the amount thereof against the balance of the Purchase Price. Seller shall pay the additional transfer taxes and Gains Taxes, if any, payable after the Closing by reason of the conveyance of the Unit, which obligation shall survive the Closing;

(x) Certification that Seller is not a foreign person pursuant to para. 18. *(If inapplicable, delete and provide for compliance with Code Section, as defined in para. 18.)*; and

(xi) Affidavit that a single station smoke detecting alarm device is installed pursuant to New York Executive Law §378(5).

(b) At the Closing, Purchaser shall deliver to Seller the following:

(i) Checks in payment of (y) the balance of the Purchase Price in accordance with subpara. 3(b) and (z) any Purchaser Transfer Tax;

(ii) If required by the Declaration or By-Laws, power of attorney to the Board, prepared by Seller, in the form required by the Condominium. The power of attorney shall be executed and acknowledged by Purchaser and, after being recorded, shall be sent to the Condominium;

(iii) New York City Real Property Transfer Tax Return executed and acknowledged by Purchaser and an Affidavit in Lieu of Registration pursuant to New York Multiple Dwelling Law, each in proper form for submission, if applicable, and combined Real Property Transfer Gains Tax Affidavits; and

(iv) If required, New York State Equalization Return executed and acknowledged by Purchaser in proper form for submission.

(c) It is a condition of Purchaser's obligation to close title hereunder that:

(i) All notes or notices of violations of law or governmental orders, ordinances or requirements affecting the Unit and noted or issued by any governmental department, agency or bureau having jurisdiction which were noted or issued on or prior to the date hereof shall have been cured by Seller;

(ii) Any written notice to Seller from the Condominium (or its duly authorized representative) that the Unit is in violation of the Declaration, By-Laws or rules and regulations of the Condominium shall have been cured; and

(iii) The Condominium is a valid condominium created pursuant to RPL Art. 9-B and the Title Company will so insure.

7. Closing Adjustments: (a) The following adjustments shall be made as of 11:59 P.M. of the day before the Closing:

(i) Real estate taxes and water charges and sewer rents, if separately assessed, on the basis of the fiscal period for which assessed, except that if there is a water meter with respect to the Unit, apportionment shall be based on the last available reading, subject to adjustment after the Closing, promptly after the next reading is available; provided, however, that in the event real estate taxes have not, as of the date of Closing, been separately assessed to the Unit, real estate taxes shall be apportioned on the same basis as provided in the Declaration or By-Laws or, in the absence of such provision, based upon the Unit's percentage interest in the Common Elements;

(ii) Common charges of the Condominium; and

(iii) If fuel is separately stored with respect to the Unit only, the value of fuel stored with respect to the Unit at the price then charged by Seller's supplier (as determined by a letter or certificate to be obtained by Seller from such supplier), including any sales taxes.

(b) If at the time of Closing the Unit is affected by an assessment which is or may become payable in installments, then, for the purposes of this Contract, only the unpaid installments which are then due shall be considered due and are to be paid by Seller at the Closing. All subsequent installments at the time of Closing shall be the obligation of Purchaser.

(c) Any errors or omissions in computing closing adjustments shall be corrected. This subpara. 7(c) shall survive the Closing.

(d) If the Unit is located in the City of New York, the "customs in respect to title closings" recommended by The Real Estate Board of New York, Inc., as amended and in effect on the date of Closing, shall apply to the adjustments and other matters therein mentioned, except as otherwise provided herein.

8. Right of First Refusal: If so provided in the Declaration or By-Laws, this sale is subject to and conditioned upon the waiver of a right of first refusal to purchase the Unit held by the Condominium and exercisable by the Board. Seller agrees to give notice promptly to the Board of the contemplated sale of the Unit to Purchaser, which notice shall be given in accordance with the terms of the Declaration and By-Laws, and Purchaser agrees to provide promptly all applications, information and references reasonably requested by the Board. If the Board shall exercise such right of first refusal, Seller shall promptly refund to Purchaser the Downpayment (which term, for all purposes of this Contract, shall be deemed to include interest, if any, earned thereon) and upon the making of such refund this Contract shall be deemed cancelled and of no further force or effect and neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this Contract. If the Board shall fail to exercise such right of first refusal within the time and in the manner provided for in the Declaration or By-Laws or shall declare in writing its intention not to exercise such right of first refusal (a copy of which writing shall be delivered to Purchaser promptly following receipt thereof), the parties hereto shall proceed with this sale in accordance with the provisions of this Contract.

9. Processing Fee: Seller shall, at the Closing, pay all fees and charges payable to the Condominium (and/or its managing agent) in connection with this sale, including, without limitation, any processing fee, the legal fees, if any, of the Condominium's attorney in connection with this sale and, unless otherwise agreed to by Seller and Purchaser in writing, all "flip taxes," transfer or entrance fees or similar charges, if any, payable to or for the Condominium or otherwise for the benefit of the Condominium unit owners, which arise by reason of this sale.

10. No Other Representations: Purchaser has examined and is satisfied with the Declaration, By-Laws and rules and regulations of the Condominium, or has waived the examination thereof. Purchaser has inspected the Unit, its fixtures, appliances and equipment and the personal property, if any, included in this sale, as well as the Common Elements of the Condominium, and knows the condition thereof and, subject to subpara. 5(f), agrees to accept the same "as is," i.e., in the condition they are in on the date hereof, subject to normal use, wear and tear between the date hereof and the Closing. Purchaser has examined or waived examination of the last audited financial statements of the Condominium, and has considered or waived consideration of all other matters pertaining to this Contract and to the purchase to be made hereunder, and does not rely on any representations made by any broker or by Seller or anyone acting or purporting to act on behalf of Seller as to any matters which might influence or affect the decision to execute this Contract or to buy the Unit, or said personal property, except those representations and warranties which are specifically set forth in this Contract.

11. Possession: Seller shall, prior to the Closing, remove from the Unit all furniture, furnishings and other personal property not included in this sale, shall repair any damage caused by such removal, and shall deliver exclusive possession of the Unit at the Closing, vacant, broom-clean and free of tenancies or other rights of use or possession.

12. Access: Seller shall permit Purchaser and its architect, decorator or other authorized persons to have the right of access to the Unit between the date hereof and the Closing for the purpose of inspecting the same and taking measurements, at reasonable times and upon reasonable prior notice to Seller (by telephone or otherwise). Further, Purchaser shall have the right to inspect the Unit at a reasonable time during the 24-hour period immediately preceding the Closing.

13. Defaults and Remedies: (a) If Purchaser defaults hereunder, Seller's sole remedy shall be to 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.

14. Notices: Any notice, request or other communication ("Notice") given or made hereunder (except for the notice required by para. 12), shall be in writing and either (a) sent by any of the parties hereto or their respective attorneys, by registered or certified mail, return receipt requested, postage prepaid, or (b) delivered in person or by overnight courier, with receipt acknowledged, to the address given at the beginning of this Contract for the party to whom the Notice is to be given, or to such other address for such party as said party shall hereafter designate by Notice given to the other party pursuant to this para. 14. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same and each Notice delivered in person or by overnight courier shall be deemed given when delivered.

15. Purchaser's Lien: The Downpayment and all other sums paid on account of this Contract and the reasonable expenses of the examination of title to, and departmental violation searches in respect of, the Unit are hereby made a lien upon the Unit, but such lien shall not continue after default by Purchaser hereunder.

16. Downpayment in Escrow: (a) Seller's attorney ("Escrowee") shall hold the Downpayment for Seller's account in escrow in a segregated bank account at the depository identified at the end of this Contract until Closing or sooner termination of this Contract and shall pay over or apply the Downpayment in accordance with the terms of this para. 16. 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 14) 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 with the clerk of a court in the county in which the Unit is 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 para. 16, 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 para. 16 by signing in the place indicated in 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.

17. **New York State Gains Tax:** (a) Seller and Purchaser agree to comply in a timely manner with the requirements of article 31-B of the Tax Law and the regulations applicable thereto, as the same from time to time may be amended (collectively, the "Gains Tax Law"). Purchaser agrees to deliver to Seller a duly executed and acknowledged Transferee Questionnaire simultaneously with the execution of this Contract or within 5 business days after subsequent written request from Seller or Seller's attorney. At the Closing, Seller shall deliver (i) an Official Statement of No Tax Due or (ii) an Official Tentative Assessment and Return accompanied by a certified or official bank check drawn on any banking institution described in subpara. 3(b), payable to the order of the State Tax Commission, in the amount of the tax shown to be due thereon, or (iii) if applicable, a duly executed and acknowledged affidavit in form permitted under the Gains Tax Law claiming exemption therefrom.

(b) Seller agrees (i) to pay promptly any tax due under the Gains Tax Law and any interest and penalties thereon which may be assessed or due after the Closing, (ii) to indemnify and save Purchaser harmless from and against any of the foregoing and any cost, claim and expense (including reasonable attorneys' fees) incurred by Purchaser by reason of the non-payment thereof, and (iii) to make any other payments and execute, acknowledge and deliver such further documents as may be necessary to comply with the Gains Tax Law.

(c) The obligations under this para. 17 shall survive the Closing.

18. **FIRPTA:** Seller represents and warrants to Purchaser that Seller is not a "foreign person" as defined in IRC § 1445, as amended, and the regulations issued thereunder ("Code Withholding Section"). At the Closing Seller shall deliver to Purchaser a certification stating that Seller is not a foreign person in the form then required by the Code Withholding Section. In the event Seller fails to deliver the aforesaid certification or in the event that Purchaser is not entitled under the Code Withholding Section to rely on such certification, Purchaser shall deduct and withhold from the Purchase Price a sum equal to 10% thereof and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

19. **Title Report; Acceptable Title:** (a) Purchaser shall, promptly after the date hereof, or after receipt of the mortgage commitment letter, if applicable, order a title insurance report from the Title Company. Promptly after receipt of the title report and thereafter of any continuations thereof and supplements thereto, Purchaser shall forward a copy of each such report, continuation or supplement to the attorney for Seller. Purchaser shall further notify Seller's attorney of any other objections to title not reflected in such title report of which Purchaser becomes aware following the delivery of such report, reasonably promptly after becoming aware of such objections.

(b) Any unpaid taxes, assessments, water charges and sewer rents, together with the interest and penalties thereon to a date not less than two days following the date of Closing, and any other liens and encumbrances which Seller is obligated to pay and discharge or which are against corporations, estates or other persons in the chain of title, together with the cost of recording or filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable at the Closing if Seller delivers to Purchaser at the Closing official bills for such taxes, assessments, water charges, sewer rents, interest and penalties and instruments in recordable form sufficient to discharge any other liens and encumbrances of record. Upon request made not less than 3 business days before the Closing, Purchaser shall provide at the Closing separate checks for the foregoing payable to the order of the holder of any such lien, charge or encumbrance and otherwise complying with subpara. 3(b). If the Title Company is willing to insure Purchaser that such charges, liens and encumbrances will not be collected out of or enforced against the Unit and is willing to insure the lien of Purchaser's Institutional Lender (as hereinafter defined) free and clear of any such charges, liens and encumbrances, then Seller shall have the right in lieu of payment and discharge to deposit with the Title Company such funds or to give such assurances or to pay such special or additional premiums as the Title Company may require in order to so insure. In such case the charges, liens and encumbrances with respect to which the Title Company has agreed so to insure shall not be considered objections to title.

(c) Seller shall convey and Purchaser shall accept fee simple title to the Unit in accordance with the terms of this Contract, subject only to: (a) the Permitted Exceptions and (b) such other matters as (i) the Title Company or any other title insurer licensed to do business by the State of New York shall be willing, without special or additional premium, to omit as exceptions to coverage or to except with insurance against collection out of or

enforcement against the Unit and (ii) shall be accepted by any lender which has committed in writing to provide mortgage financing to Purchaser for the purchase of the Unit ("Purchaser's Institutional Lender"), except that if such acceptance by Purchaser's Institutional Lender is unreasonably withheld or delayed, such acceptance shall be deemed to have been given.

(d) Notwithstanding any contrary provisions in this Contract, express or implied, or any contrary rule of law or custom, if Seller shall be unable to convey the Unit in accordance with this Contract (provided that Seller shall release, discharge or otherwise cure at or prior to Closing any matter created by Seller after the date hereof and any existing mortgage, unless this sale is subject to it) and if Purchaser elects not to complete this transaction without abatement of the Purchase Price, the sole obligation and liability of Seller shall be to refund the Downpayment to Purchaser, together with the reasonable cost of the examination of title to, and departmental violation searches in respect of, the Unit, and upon the making of such refund and payment, this Contract shall be deemed cancelled and of no further force or effect and neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this Contract. However, nothing contained in this subpara. 19(d) shall be construed to relieve Seller from liability due to a willful default.

20. **Risk of Loss; Casualty:** (a) The risk of loss or damage to the Unit or the personal property included in this sale, by fire or other casualty, until the earlier of the Closing or possession of the Unit by Purchaser, is assumed by Seller, but without any obligation of Seller to repair or replace any such loss or damage unless Seller elects to do so as hereinafter provided. Seller shall notify Purchaser of the occurrence of any such loss or damage to the Unit or the personal property included in this sale within 10 days after such occurrence or by the date of Closing, whichever first occurs, and by such notice shall state whether or not Seller elects to repair or restore the Unit and/or the personal property, as the case may be. If Seller elects to make such repairs and restorations, Seller's notice shall set forth an adjourned date for the Closing, which shall be not more than 60 days after the date of the giving of Seller's notice. If Seller either does not elect to do so or, having elected to make such repairs and restorations, fails to complete the same on or before said adjourned date for the Closing, Purchaser shall have the following options:

(i) To declare this Contract cancelled and of no further force or effect and receive a refund of the Downpayment in which event neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this Contract; or

(ii) To complete the purchase in accordance with this Contract without reduction in the Purchase Price, except as provided in the next sentence. If Seller carries hazard insurance covering such loss or damage, Seller shall turn over to Purchaser at the Closing the net proceeds actually collected by Seller under the provisions of such hazard insurance policies to the extent that they are attributable to loss of or damage to any property included in this sale, less any sums theretofore expended by Seller in repairing or replacing such loss or damage or in collecting such proceeds; and Seller shall assign (without recourse to Seller) Seller's right to receive any additional insurance proceeds which are attributable to the loss of or damage to any property included in this sale.

(b) If Seller does not elect to make such repairs and restorations, Purchaser may exercise the resulting option under (i) or (ii) of (a) above only by notice given to Seller within 10 days after receipt of Seller's notice. If Seller elects to make such repairs and restorations and fails to complete the same on or before the adjourned closing date, Purchaser may exercise either of the resulting options within 10 days after the adjourned closing date.

(c) In the event of any loss of or damage to the Common Elements which materially and adversely affects access to or use of the Unit, arising after the date of this Contract but prior to the Closing, Seller shall notify Purchaser of the occurrence thereof within 10 days after such occurrence or by the date of Closing, whichever occurs first, in which event Purchaser shall have the following options:

(i) To complete the purchase in accordance with this Contract without reduction in the Purchase Price; or

(ii) To adjourn the Closing until the first to occur of (1) completion of the repair and restoration of the loss or damage to the point that there is no longer a materially adverse effect on the access to or use of the Unit or (2) the 60th day after the date of the giving of Seller's aforesaid notice. In the event Purchaser elects to adjourn the Closing as aforesaid and such loss or damage is not so repaired and restored within 60 days after the date of the giving of Seller's aforesaid notice, then Purchaser shall have the right either to (x) complete the purchase in accordance with this Contract without reduction in the Purchase Price or (y) declare this Contract cancelled and of no further force or effect and receive a refund of the Downpayment, in which latter event neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this Contract.

(d) In the event of any loss of or damage to the Common Elements which does not materially and adversely affect access to or use of the Unit, Purchaser shall accept title to the Unit in accordance with this Contract without abatement of the Purchase Price.

21. **Internal Revenue Service Reporting Requirement:** Each party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, as such other party may reasonably request in order to comply with IRC § 6045(e), as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions. The provisions of this para. 21 shall survive the Closing. The parties designate

as the attorney responsible for reporting this information as required by law.

22. **Broker:** Seller and Purchaser represent and warrant to each other that the only real estate broker with whom they have dealt in connection with this Contract and the transaction set forth herein is

and that they know of no other real estate broker who has claimed or may have the right to claim a commission in connection with this transaction. The commission of such real estate broker shall be paid by Seller pursuant to separate agreement. If no real estate broker is specified above, the parties acknowledge that this Contract was brought about by direct negotiation between Seller and Purchaser and each represents to the other that it knows of no real estate broker entitled to a commission in connection with this transaction. Seller and Purchaser shall indemnify and defend each other against any costs, claims or expenses (including reasonable attorneys' fees) arising out of the breach on their respective parts of any representation, warranty or agreement contained in this para. 22. The provisions of this para. 22 shall survive the Closing or, if the Closing does not occur, the termination of this Contract.

23. **Mortgage Contingency:** *(Delete if inapplicable)* (a) The obligations of Purchaser hereunder are conditioned upon issuance on or before (the "Commitment Date") of a written commitment from any Institutional Lender pursuant to which such Institutional Lender agrees to make a 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 adjustment rate of interest not to exceed _____ for a term of at least _____ years and on other customary commitment terms, whether or not conditioned upon any factors other than an appraisal satisfactory to the Institutional Lender, secured by a first mortgage on the Unit together with its undivided interest in the Common Elements. Purchaser shall (i) make prompt application to an Institutional Lender for such mortgage loan, (ii) furnish accurate and complete information on Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan, (iv) pursue such application with diligence, (v) cooperate in good faith with such Institutional Lender to the end of securing such first mortgage loan and (vi) 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 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 thereafter neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this Contract except that the Downpayment shall be promptly refunded to Purchaser and except as set forth in para. 22. 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 para. 23.
 (b) For purposes of this Contract, an "Institutional Lender" is any bank, savings bank, private banker, trust company, savings and loan association and credit union or similar banking institution whether organized under the laws of this state, the United States or any other state; foreign banking corporation licensed by the Superintendent of Banks of New York or the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans.

(Delete if inapplicable) (c) Purchaser and Seller agree that the submission of an application to a mortgage broker registered pursuant to Article 12-D of the New York Banking Law ("Mortgage Broker") shall constitute full compliance with the terms and conditions set forth in para. 23(a)(i) of this Contract, and that Purchaser's cooperation in good faith with such Mortgage Broker to obtain a commitment from an Institutional Lender (together with Purchaser's cooperation in good faith with any Institutional Lender to which Purchaser's application has been submitted by such Mortgage Broker), and the prompt giving of Notice by Purchaser to Seller of the name and address of each Mortgage Broker to which Purchaser has submitted such an application shall constitute full compliance with the terms and conditions set forth in para. 23(a)(v) and (vi) of this Contract.

24. **Gender, Etc.:** As used in this Contract, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require.

25. **Entire Contract:** All prior understandings and agreements between Seller and Purchaser are merged in this Contract and this Contract supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

26. **Captions:** The captions in this Contract are for convenience and 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.

27. **No Assignment by Purchaser:** Purchaser may not assign this Contract or any of Purchaser's rights hereunder.

28. **Successors and Assigns:** Subject to the provisions of para. 27, the provisions of this Contract shall bind and inure to the benefit of both Purchaser and Seller and their respective distributees, executors, administrators, heirs, legal representatives, successors and permitted assigns.

29. **No Oral Changes:** This Contract cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereto or in a separate written agreement signed by both parties to this Contract.

30. **Contract Not Binding Until Signed:** This Contract shall not be binding or effective until properly executed and delivered by Seller and Purchaser.

In Witness Whereof, the parties hereto have duly executed this Contract on the day and year first above written.

Seller _____	(Soc. Sec. No.) _____	Purchaser _____	(Soc. Sec. No.) _____
Seller _____	(Soc. Sec. No.) _____	Purchaser _____	(Soc. Sec. No.) _____
Agreed to as to para. 16: _____		Escrow Depository: _____	
Escrowee			

SCHEDULE A - Permitted Exceptions

- Zoning laws and regulations and landmark, historic or wetlands designation which are not violated by the Unit and which are not violated by the Common Elements to the extent that access to or use of the Unit would be materially and adversely affected.
- Consents for the erection of any structure or structures on, under or above any street or streets on which the Building may abut.
- The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations set forth in the Declaration, By-Laws and rules and regulations of the Condominium, the Power of Attorney from Purchaser to the board of managers of the Condominium and the floor plans of the Condominium, all as may be amended from time to time.
- Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Building and Common Elements, provided that none of such rights imposes any monetary obligation on the owner of the Unit or materially interferes with the use of or access to the Unit.
- Encroachments of stoops, areas, cellar steps, trim, cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, coping and retaining walls projecting from the Building over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Common Elements.
- Any state of facts which an accurate survey or personal inspection of the Building, Common Elements or Unit would disclose, provided that

- such facts do not prevent the use of the Unit for dwelling purposes. For the purposes of this Contract, none of the facts shown on the survey, if any, identified below, shall be deemed to prevent the use of the Unit for dwelling purposes, and Purchaser shall accept title subject thereto.
- The lien of any unpaid common charge, real estate tax, water charge, sewer rent or vault charge, provided the same are paid or apportioned at the Closing as herein provided.
 - The lien of any unpaid assessments to the extent of installments there-of payable after the Closing.
 - Liens, encumbrances and title conditions affecting the Common Elements which do not materially and adversely affect the right of the Unit owner to use and enjoy the Common Elements.
 - Notes or notices of violations of law or governmental orders, ordinances or requirements (a) affecting the Unit and noted or issued subsequent to the date of this Contract by any governmental department, agency or bureau having jurisdiction and (b) any such notes or notices affecting only the Common Elements which were noted or issued prior to or on the date of this Contract or at any time hereafter.
 - Any other matters or encumbrances subject to which Purchaser is required to accept title to the Unit pursuant to this Contract.

The survey referred to in No. 6 above was prepared by _____ dated _____ and last revised _____