

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT
Condominium Unit – Contract of Sale

This Contract made as of FEBRUARY 27, 2017

between

Amr ADIB

hereinafter called "Seller", having a residence or principal place of business at

325 Lexington Avenue, Unit 15B, New York, NY 10016

AND

Ali Murad HABIB

hereinafter called "Purchaser", having a residence or principal place of business at

4713 St. Andrews Drive, College Station, TX 77845

1. Unit: The Seller agrees to sell and convey, and the Purchaser agrees to purchase the unit known as Unit No. 15B ("Unit") in the building ("Building") known as 325 LEX CONDOMINIUM Condominium ("Condominium") and located at 325 LEXINGTON AVENUE, NEW YORK, NY 10016, New York, together with an undivided 0.6765% percent interest in the Common elements (as defined in para. 6) appurtenant thereto, subject to the terms and conditions set forth. The Unit shall be as designated in the Declaration of Condominium Ownership and By-Laws (as the same maybe amended from time to time, the "By-Laws") of the Condominium.

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

(i) the refrigerators including ice makers, freezers, ranges, ovens and built in microwave ovens, dishwashers, clothes 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, switch plates, door hardware, built-ins, fireplace equipment, built in wine racks, mantels, stained glass, built in mirrors and articles of property and fixtures attached to or appurtenant to the Unit, except those listed in subpara. 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 (*strike inapplicable items*); and

(ii) Furniture, all in "AS IS" condition and to the extent same exists.

(b) Excluded from this sale are:

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

(ii) none

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

3. Purchase Price: (a) The purchase price ("Purchase Price") is \$ 1,350,000.00, payable as follows:

(i) \$ 135,000.00 ("Downpayment") on the signing of this Contract by check subject to collection, the receipt of which is hereby recognized, to be held in escrow pursuant to para. 16; and

(ii) \$ 1,215,000.00 representing 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.

(b) All instruments 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 the Seller (or as Seller otherwise directs pursuant to subparas. 6(a)(ix) or 19(b)).

(c) Aside from the Downpayment and checks aggregating not more than one-half of one percent of the Purchase Price, including closing adjustments, all checks delivered by Purchaser shall be certified or official bank checks as herein 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, to be held on or about 90 days from the date hereof at _____, at the offices of

Law Offices of Nathaniel Muller, PC
1270 Broadway, Suite 806
New York, NY 10001

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: The Seller unconditionally represents, warrants and covenants that:

(a) The Seller is the sole rightful owner of the Unit and the personal property described in subpara. 2(a), and Seller has the full right, power and authority to sell, convey and transfer the same;

(b) The common charges imposed by the Condominium (excluding separately billed utility charges) for the Unit on the date hereof are \$ TO BE CHECKED WITH MANAGEMENT per month;

(c) Seller has not received any notice, written or oral, of any intended assessment or increase in common charges not reflected in subpara. 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 or oral 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 including ice makers, freezers, ranges, ovens and built in microwave ovens, dishwashers, clothes 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, switch plates, door hardware, built-ins, fireplace equipment, built in wine racks, mantels, stained glass, built in mirrors and articles or property 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 IRC #1445 as amended, and the regulations thereunder (Code Withholding Section). (*If applicable, 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, and any garage or storage units appurtenant 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 or a statement included in the Deed as follows: "This conveyance is made in the ordinary course of business actually conducted by the Grantor", 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 on behalf of and authorized by the Condominium that the common charges and any assessments then due and payable to the Condominium have been paid to the date of the Closing;

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

(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) New York City Real Property Transfer Tax Return, if applicable, 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") 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 checks at the Closing and to credit the amount against the balance of the Purchase Price. Seller shall pay the additional transfer 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

(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 insure the same.

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, unless same are part of common charges, 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 actual 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. 7c 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 title charges including but not limited to examination of title and departmental charges) 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 obligation 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, but not limited to, 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. Said fees, as disclosed by the Declaration, are as follows:

10. No Other Representations: Purchaser has examined and is satisfied with the Declaration, By-Laws and rules and regulations of the Condominium as amended, 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, at or 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 fourth business day following the date of mailing 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, 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.

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 in-come 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 at the end of this contract. 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 para. 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 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 of competent jurisdiction.

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 the request of the parties 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. 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 15% thereof and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

18. 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 continuation 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 business 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 other-wise 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, the Seller shall have the right in lieu of payment and discharge to deposit with the Title Company such funds or give such assurances or to pay such special or additional premiums as the Title Company may require in order to so insure. In such cases the charges, liens and encumbrances with respect to which the Title Company has agreed 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 (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 the 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 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 obligation or liabilities to, the other by reason of this contract. However, nothing contained in the subpara. 19(d) shall be construed to relieve Seller from liability due to a willful default.

19. 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 herein-after 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.

20. 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 purchaser's attorney as the attorney responsible for reporting this information as required by the Internal Revenue Code.

21. 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 LEVEL GROUP (Heather Kelley)

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 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 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.

22. Mortgage Contingency: ~~(Delete if inapplicable) (a) The obligations of Purchaser hereunder are conditioned upon issuance on or before J (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 obligation 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, the 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. 22.~~

~~(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; 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 of 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.~~

23. Gender: 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.

24. Entire Contract: All prior understandings and agreements, written or oral, between Seller and Purchaser are merged in the 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.

25. 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.

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

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

28. 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.

29. 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.

Amr ADIB, Seller

All Murad HABIB Purchaser

23rd FEB. 2017

Agreed to as to para. 16:
Law Offices of Nathaniel Muller, P.C.

Escrow Depository: Citibank, Fifth Avenue, NY, NY

SCHEDULE A - Permitted Exceptions

1. 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.

2. Consents for the erection of any structure or structures on, under or above any street or streets on which the Building may abut.

3. The terms, burdens, covenants, restriction, 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.

4. 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.

5. Encroachments of stops, 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.

6. 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, or if a storage unit, for storage 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.

7. 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.

8. The lien of any unpaid assessments to the extent of installments there-of payable after the Closing.

9. 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.

10. 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.

11. 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 20 and last revised

20

**RIDER TO
CONTRACT OF SALE – CONDOMINIUM UNIT**

Dated: February 27, 2017
Seller: Amr ADIB
Purchaser: Ali Murad HABIB
Premises: 325 Lexington Avenue, Unit 15B, New York, NY 10016

31. This Rider shall be considered part and parcel of this Contract and shall be merged into same.

32. In the event that any provision of this Rider shall conflict with the printed form of this contract to which this Rider is annexed and made a part thereof, the provisions of this Rider shall control.

33. Any changes to the Contract not initialed by the Parties are deemed not accepted and shall not be binding upon the Parties unless the page containing the changes is a photostatic copy of the page as changed and the page as copied is initialed by the Parties.

34. The Purchaser shall have the right to inspect the Premises within 48 hours prior to the Closing. The acceptance of the Premises by the Purchaser shall be deemed full performance and discharge of every agreement and obligation on the part of the Sellers, except those, if any, which are herein specifically stated to survive delivery of the Premises.

35. Purchaser acknowledges and agrees that the Premises are being acquired "As Is." The Purchasers have examined the Premises, the improvements thereon and equipment therein, and no representations and/or warranties have been made, as to the condition of same. Additionally, Purchasers acknowledge that the floors, doors, walls and ceilings are being sold in their "as is" condition as of the date of the contract. Furthermore, Purchaser shall accept the walls in the Unit, subject to such minor chips, holes, floor scratches, paint discoloration and / or indentations as are ordinarily created by the removal of hanging pictures, shades on walls left by furniture after removal, and other items being taken by the seller. The repair to such minor chips, holes, floor scratches, paint discoloration and / or indentations shall be the responsibility of the Purchaser, at Purchaser's sole expense. Appliances shall be in working order at the time of Closing or possession, whichever is later. Sellers shall deliver the Premises on the Closing in broom swept condition.

36. Notwithstanding anything to the contrary contained herein, the Sellers will not be obligated to expend more than \$1,350.00 to cure any violations concerning the Premises (Unit to be conveyed only), or to render title to the Premises marketable and insurable. Sellers, in such circumstances, may elect to cancel the Contract and return the Contract Deposit to the Purchasers. However, the foregoing limit shall not apply to any lien or encumbrances created by the act or omission of the Sellers including but not limited to any current financing on the Unit or any judgments or liens against the Sellers.



37. It is acknowledged and agreed that in the event of default by the Purchaser to close title, pursuant to the terms and conditions of the Contract, the Contract Deposit shall be retained by the Sellers as liquidated damages by reason of the fact that the Parties cannot estimate true damages, and this Contract shall thereafter be "null and void" with neither party having any further claim or rights as against the other. Purchaser agrees with Seller's representation that Seller would not have entered into this contract but for Purchaser's agreement that the aforesaid sum is in fact agreed upon as liquidated damages.

38. The Contract Deposit shall be held in escrow by the Law Offices of Nathaniel Muller, P.C., attorney for the Seller hereunder, in a non-interest bearing trust account entitled "Law Offices of Nathaniel Muller, P.C., IOLA Account", until the Closing, as agent for the Sellers, at which time such amount shall be paid to Sellers. If for any reason the Closing does not occur in accordance with the terms of this Contract, the Sellers' attorney shall continue to hold such amount until otherwise directed by the written agreement of all Parties or a final judgment of a court of law. In the event of such a dispute, Sellers' attorney may deposit such amount with an appropriate court having competent jurisdiction. The Sellers' attorney shall not be liable for the handling of the escrow account except in the case of gross negligence or willful disregard of the provisions of this Contract. In the event of deposit of the escrow fund into a court, the Sellers' attorney shall be entitled to fees to be set by the court in connection with same. It is further agreed that the successful party in any legal or equitable proceeding involving the repayment of the escrow account shall be entitled to be reimbursed for reasonable attorneys' fees incurred by them.

The parties hereto agree that the Escrow Agent may continue to represent Seller in any dispute or litigation, notwithstanding that Escrow Agent is acting as escrow agent under this Agreement, even if Escrow Agent is named a party in said litigation by virtue of its duties as escrow agent.

39. Notwithstanding anything to the contrary herein, Purchaser(s) shall submit to the Condominium or the Managing Agent, within 15 business days hereof, an application with respect to this sale on the form required by the Condominium or the Managing Agent, containing such data and together with such documents as the Condominium or the Managing Agent requires (including without limitation, application forms, materials, tax returns, accountant's certifications, appraisals, and all such information as the Condominium Board may reasonably request to secure the waiver of the right of first refusal), and pay the applicable fees and charges that the Condominium Board or the Managing Agent imposes upon Purchaser, including without limitation credit and criminal background check fee and / or waiver fee. Purchaser shall comply with all reasonable requirements of the Condominium's Board of Managers in connection with its issuance of its right of first refusal. Supplemental documents reasonably requested by Condominium Board and / or Managing Agent, to secure the waiver of the right of first refusal, shall be produced within 7 days of such demand. Failure to comply in good faith with the requests of the Condominium Board of Managers and / or the Managing



Agent, including without limitation submitting a true and complete board application package, shall be construed as a default under the terms of this Contract, entitling the Seller to keep the contract deposit, among other relief.

40. The Contract shall be construed without regard to any presumption or rule against requiring construction or interpretation against the party causing the Contract to be drafted.

41. *[intentionally left blank]*.

42. Facsimile and / or electronic and / or pdf copies of signatures will have the same effect as originals for the purposes of this Contract and Rider, which may be signed in counterparts. This Agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile, email or pdf, any one of which shall constitute an original of the Agreement and this Rider. When counterparts by facsimiles or pdf or email have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same documents and shall be deemed valid as originals.

43. Like-kind exchange. Seller may desire to exchange for other property of like-kind and qualifying use, within the meaning of Section 1031 of the Code and the Regulations promulgated thereunder, fee title in the Property which is the subject of this Agreement. Seller expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary, as provided in IRC Reg. 1.1031(k)-1(g)(4) on or before the Closing. Purchaser agrees to execute any documents required by Seller in connection therewith, upon demand.

44. The amount of Common Charges and the amount of Real Estate Taxes are not warranted by Seller and should be independently verified by Purchaser, as it may not reflect any current or future assessment, abatement or other adjustment to the actual amount assessed to the unit and / or the building. Seller makes no representation regarding the amount of real estate taxes and / or Common Charges, for the unit and / or the building. As to Real Estate taxes, the attention of the Purchaser is directed to the New York City Department of Finance website, and the official records located thereat. As to Common Charges, Seller makes no representation that at or before Closing or thereafter, the common charges will not increase or that no further assessments will thereafter be imposed.

45. Purchasers acknowledge that their obligation to close herein is not contingent on their obtaining financing, and that financing is prohibited for this purchase. Purchaser understands that this is a material inducement to Seller entering into this Agreement with Purchaser. THERE IS NO MORTGAGE CONTINGENCY, AND PURCHASER MATERIALLY WARRANTS THAT HE WILL NOT APPLY FOR ANY MORTGAGE IN CONNECTION WITH THIS TRANSACTION. Purchaser represents that he has sufficient funds to conclude this transaction and to pay all closing expenses in connection with the purchase of the Unit. Purchaser further represents that to the best of Purchaser's



knowledge, Purchaser has no tax liens or other judgments pending against Purchaser, anticipate no liens or judgments pending against Purchaser and has never filed a bankruptcy petition.

46. Any credits to real estate taxes made after the Closing for the time period Seller owned the Unit shall be due to the Seller. This provision shall survive Closing for a period of one year.

47. Purchaser hereby waives the opportunity to conduct a risk assessment or inspection of the Unit for the presence of lead based paint. Upon execution of this Contract, Purchaser and Seller shall also execute the Disclosure of Information on Lead-Based Paint and / or Paint Hazards annexed hereto.

48. Upon delivery and acceptance of the deed at the closing of title, Seller shall be deemed to have fully complied with and fulfilled all of the terms, conditions, covenants, warranties and representations of this Contract, on his part, to be performed or represented by him to be true, unless, by specific written agreement, executed by Seller or as set forth in this Contract, any such term, condition, covenant, warranty or representation is expressly to survive the closing of title.

49. Extension of time under this Contract may be entered into between the attorneys for the parties herein, and said extensions shall be binding.

50. Submission of this Contract of Sale or any other matter to Purchaser or Purchaser's representatives, shall not be deemed an offer by Seller, and seller shall incur no obligation whatsoever with respect to this transaction unless and until Seller executes this Contract of Sale and delivers an executed copy to Purchaser or Purchaser's representatives.

51. Seller and Purchaser shall indemnify and hold each other harmless from and against any and all claims, liabilities, fees, penalties, damages, costs and reasonable expenses (including without limitation, reasonable attorney's fees and disbursements) that may be incurred or suffered by Purchaser or Seller at any time after the closing by reason of any material misrepresentation or misstatement made by or on behalf of the other party, in any of the following documents, or the failure to file or pay fees required under the same a) FIRPTA Affidavit, b) IRS Form 1099-S; c) NYC-RPT; d) Form TP-584, e) IT-2663 if applicable and any other transfer tax documents or transfer taxes imposed as a result of the sale. This Paragraph shall survive the Closing.

52. Supplementing and modifying the Contract, in the event that the Escrowee receives a Notice of Objection from a party objecting to the release of the Contract Deposit, then the party providing said notice of Objection must bring an action or proceeding to recover the Contract Deposit within sixty (60) days of the Escrowee's receipt of the Notice of Objection. In the event that the party providing the Notice of Objection fails to commence said action or proceeding within the foregoing time period, then the Escrowee shall be permitted to release the Contract Deposit to the party who



gave Notice to the Escrowee demanding payment of the Contract Deposit. In the event that either party commences an action or proceeding against the other party in connection herewith, the non-prevailing party shall reimburse the prevailing party for all court costs, including without limitation reasonable attorneys' fees, incurred in connection with such action or proceeding. It is agreed by the parties herein that the Escrowee may act as counsel for Seller in any action based on this Contract, including without limitation the escrow provisions thereof, without it being considered a conflict of interest.

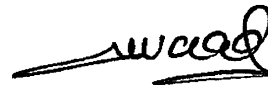
IN WITNESS WHEREOF, the Parties hereto have duly executed this Rider as of the same date of the Contract.

SELLER:

PURCHASER:



Amr ADIB



Ali Murad HABIB

23rd FEB. 2017

Second Rider to Contract of Sale, dated the 27th Day of February, 2017
by and between Ali Murad Habib, (“Purchaser”) and
Amr Adib, (“Seller”)
for the premises known as
325 Lexington Avenue, Unit 15B, New York, NY

R1. In the event of any inconsistency or conflict between the terms and provisions of the printed portion of this Contract, any other Rider, and this Second Rider, the terms and provisions of this Second Rider shall govern and be binding.

R2. Seller represents that in addition to the appliances referenced in Paragraph 5(f), and supplementing and modifying Seller’s Rider Paragraph 35, the windows, plumbing, heating, air conditioning and compressor unit, dishwasher, stove/oven, washer/dryer, refrigerator, doors, windows and electrical systems within the Unit, to the extent that the repair and maintenance thereof is the responsibility of the Seller pursuant to the Condominium Declaration and Bylaws, and not that of the Condominium or its managing agent, shall be in working order at the time of closing. If such appliance or system is not in working order, it shall be Seller’s responsibility to repair said appliance or system. If Seller is aware of a non-functioning system that is the responsibility of the Condominium Board to address/repair, Seller shall notify the Board and ask them to take remedial and/or appropriate action.

R3. Seller represents that no alterations or additions have been made to the Unit by Seller except in accordance with the Rules and By-Laws of the Condominium Association, or may have been acceptable to the Condominium Board, and to Seller’s knowledge, any other applicable governmental rule, regulation, law or order. In the event Seller has made alterations to the Unit, Seller agrees to furnish, prior to the Closing, and to the extent in Seller’s possession, copies of all alteration agreements between Seller and the Condominium and/or Managing Agent, and all permits, approvals and any and all documents received from the Condominium or any governmental authority, to the extent such documents were necessary in connection with any alteration(s) of, or addition(s) to, the Unit made by Seller. To the best of Seller’s knowledge, there exist no claims by the Condominium or any governmental authority for failure to comply with the rules of the Condominium or any applicable law regarding alteration of the Unit. It shall be a condition of Purchaser’s obligations to close under this contract that any open permits filed with the New York City Department of Buildings, shall be signed off, and a Letter of Completion or its equivalent issued.

R4. Seller represents that to his knowledge, there is no litigation or to Seller’s knowledge, actions pending that affect the Unit, nor are there Mechanic’s Liens affecting this Unit.

R5. All dates and contingencies set forth herein shall be deemed effective as of the date Purchaser’s attorney receives a fully executed copy of this Contract.

R6. Seller represents there have not been any leaks into or from the Unit for a period of twelve (12) months prior to the date of the Contract.

A handwritten signature in black ink, appearing to be 'A' followed by a horizontal line and a small flourish.

R7. Seller represents that the Seller has not in the past twelve (12) months lodged any written complaints with the building's superintendent or other staff, the building management or the Condominium Board regarding noises, smells or other offensive conduct on the part of nearby residents, or regarding the lack of heat or hot water, low water pressure, inadequate electrical current, banging pipes, secondhand smoke, inoperable doors and/or windows, or the presence of vermin or insects (including but not limited to bed bugs). Seller further represents they have not been notified of the presence of bed bugs in any contiguous unit.

R8. Supplementing and Modifying Paragraph 6(c)(i), the word "hereof" shall be deleted in the fourth line and substituted with "of closing....".

R9. Seller represents that no toxic mold has been reported, found and/or identified in the Unit during their ownership.

R10. In the event that, after Closing, there is a charge (either directly by the governmental taxing authority, or indirectly by the Condominium as a surcharge to Common Charge or as an Assessment) that in whole or in part relates to the period of time Seller owned the Unit, and such charge arises because the Unit or a portion thereof was not Seller's primary residence during such tax period or Seller held Title in an entity that precludes Seller from obtaining the benefits of any tax abatement, Seller shall be responsible for the pro-rated portion of such charge for the period in which Seller owned the Unit, and Seller shall pay same promptly after being notified. The provisions of this paragraph shall survive Closing.

R11. Purchaser's obligations hereunder are conditioned upon there being in existence at closing, a valid and non-expired Temporary Certificate of Occupancy, or a Permanent Certificate of Occupancy covering the Unit.

R12. Supplementing and modifying Seller's Rider Paragraph 35, Seller shall repair any material damage to the Unit as a result of the removal of any personal property including, but not limited to, holes and marks on the floors and walls larger than a US dime, however Seller shall not be required to paint any affected area. Any lighting that Seller may remove pursuant to this Contract shall be replaced by Seller with standard builder's fixtures.

R13. Purchaser's obligations hereunder are subject to the unconditional waiver of right of first refusal of the board of managers of the Condominium.

R14. In the event of the death of Purchaser, Purchaser's representatives shall have the right to cancel the Contract and have the down payment returned.

R15. Purchaser shall have the one-time right to assign the Contract of Sale to an entity of which Purchaser holds a controlling interest, however the Condominium Waiver Application shall be submitted in the name of the Entity, and Purchaser shall comply with all reasonable requests from the Board of Managers towards the purchase in the entity name, including but not limited to a personal guaranty and/or occupancy agreements, and/or paying a sum of money into escrow if the Condominium specifically conditions the purchase by the Entity (as opposed to purchasing in their individual capacity) upon such payment.



R16. The parties agree that signatures via facsimile and/or pdf electronic signatures, and in counterparts, shall be deemed legal and binding upon the parties as if original signed copies were exchanged.

R17. Seller is aware that Purchaser intends to perform an IRC Section 1031 tax deferred exchange. Purchaser requests Seller's cooperation in such an exchange and agrees to hold Seller harmless from any and all claims, costs, liabilities, or delays in time resulting from such an exchange. Seller agrees to a further one-time assignment of this contract by the Purchaser to a Qualified Intermediary.

R18. Supplementing and modifying Paragraph 45 of Seller's Rider, Purchaser's obligations to close under this Contract are specifically contingent upon the closing of Purchaser's existing property, Condominium Unit 1, at 396 Marlborough Street, Boston, MA 02115. Purchaser shall use all commercially reasonable efforts to sell that Unit, within 90 (ninety) days from the date herein. Seller acknowledges that Purchaser intends to use the proceeds from such sale as part of a 1031 tax deferred exchange, for the purchase of the Premises. In the event that Purchaser is unable to close the Boston property and provide the funds to Purchaser's qualified intermediary within said 90 days, Purchaser shall have the right to cancel this Contract and have the down payment returned, but only through the 90th day. This contingency is automatically waived if not raised by email to nm@legalmuller.com, and facsimile to 212-244-4232 within the said 90 (ninety) day period.

[signature page follows]

A handwritten signature in black ink, consisting of a stylized capital 'A' followed by a horizontal line and a short diagonal stroke.

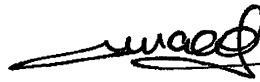
IN WITNESS WHEREOF, the parties hereto have duly executed this Rider to Contract.

Seller:

Purchaser:



Amr Adib



Ali Murad Habib