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NYSCEF DOC. NO. 3

RECEIVED NYSCEF: 06/10/2020

POST-CLOSING POSSESSION AGREEMENT

AGREEMENT, dated _______ between paiert molik and fili f. molik residing at Unit 2D/3D, 66 Leonard Street, New York, NY (the "Seller"), and 66 LEO, LLC, having an address at 87 Leonard Street, Unit 4, New York, NY (the "Purchaser"), and Theresa Racht Esq. PLLC, having a place of business at 7 Penn Plaza, Suite 1602, New York, NY (the "Escrow Agent").

WHEREAS, the Closing has taken place of the sale by Seller to Purchaser of Unit 2D/3D, 66 Leonard Street, New York, NY (the "Property") pursuant to a Contract of Sale dated as of _____ (the "Contract"); all terms used herein are as defined in the Contract; and

WHEREAS, Seller desires to occupy the Property beyond the date hereof.

NOW THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration paid by Seller to Purchaser simultaneously with the execution of this Agreement, Seller and Purchaser agree as follows:

- 1. Notwithstanding any provision in the Contract to the contrary, Seller shall be granted a license to occupy the Property until and including May 31, 2020 (the "Possession Date") pursuant to the terms and conditions set forth herein, but must vacate on or before said date, time being of the essence. In the event Seller shall wish to vacate and deliver possession before the Possession Date, Seller on or before the Possession Date shall inform Purchaser by email, copied to the attorneys for the parties, of such earlier delivery date, and such earlier delivery date will become the Possession Date. Seller shall not perform any alterations or construction at the Property.
 - 2. Seller's occupancy of the Property shall be at their sole risk.
 - 3. Seller shall indemnify and hold Purchaser harmless from and against