

Contract of Sale for New York office, commercial and multi-family residential premises

Contract of Sale---Office, Commercial and Multi-Family Residential Premises

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CONTRACT dated the \_\_\_\_\_, day of \_\_\_\_\_, 2021, (the "Effective Date")  
 Between  
**BRU-SAL REALTY, INC.**

Address:  
 78 Belfield Avenue, Staten Island, New York, 10313  
 ("Seller") and

**LXELLE REALTY LLC**

Address:  
 ("Purchaser").

Seller and Purchaser hereby covenant and agree as follows:

Schedule A  
 DESCRIPTION OF PREMISES

The Premises are located at or known as:  
 Street Address: 508-510 EAST 13TH STREET

City: New York State: New York Zip: 10009  
 Tax Map Designation: Section: Block: 406 Lot: 11

(☐ metes and bounds description attached hereto)

Schedule B  
 PERMITTED EXCEPTIONS

1. Zoning regulations and ordinances which are not violated by the existing structures or present use thereof and which do not render title uninsurable.
2. Consents by the Seller or any former owner of the Premises for the erection of any structure or structures on, under or above any street or streets on which the Premises may abut.
- ~~3. The Existing Mortgage(s) and financing statements, assignments of leases and other collateral assignments ancillary thereto.~~
4. Leases and Tenancies specified in the Rent Schedule and any new leases or tenancies not prohibited by this contract.
5. Unpaid installments of assessments not due and payable on or before the Closing Date.
- ~~6. Financing statements, chattel mortgages and liens on personalty filed more than 5 years prior to the Closing Date and not renewed, or filed against property or equipment no longer located on the Premises or owned by Tenant.~~
7. (a) Rights of utility companies to lay, maintain install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Premises, provided that none of such rights imposes any monetary obligation on the owner of the Premises.  
 (b) Encroachments of stoops, areas, cellar steps, trim cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, coping and retaining walls projecting from the Premises over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Premises.  
 (c) Revocability or lack of right to maintain vaults, coal chutes, excavations or sub-surface equipment beyond the line of the Premises.  
 (d) Any state of facts that an accurate survey would disclose, provided that such facts do not render title unmarketable. For the purposes of this contract, none of the facts shown on the survey, if any, identified below shall be deemed to render title unmarketable, and Purchaser shall accept title subject thereto:

Schedule C  
 PURCHASE PRICE