

Prepared by the Committee on Condominiums and Cooperatives of the Real Property Section of the New York State Bar Association
and approved by the Committee on Cooperatives and Condominiums of the Association of the Bar of the City of New York and the New York County Lawyers Association (7/01).

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

Contract of Sale - Cooperative Apartment

This Contract is made as of **February 7, 2020**
between the "Seller" and the "Purchaser" identified below.

1 CERTAIN DEFINITIONS AND INFORMATION**1.1 The "Parties" are:****1.1.1 "Seller": [REDACTED] ew [REDACTED] lick Revocable Trust**

Prior names used by Seller:

Address: [REDACTED] k [REDACTED] e, Unit 15B
New York, New York 10021

S.S. No.:

**1.1.2 "Purchaser": [REDACTED] y [REDACTED] arie [REDACTED] swall [REDACTED]
Sir [REDACTED] rd [REDACTED] in-Boswall, as Tenants by the Entirety
Address: 11 [REDACTED] t [REDACTED] d [REDACTED] t, [REDACTED] it [REDACTED]
New York, New York 10021**

S.S. No.:

1.2 The "Attorneys" are:**1.2.1 "Seller's Attorney"**

Steven Matz, Esq.

Katz and Matz, PC

Address: **1350 Avenue of the Americas, 3rd Floor
New York, New York 10019**

Telephone: **(212) 244-4630**

Fax: **(646) 219-5717**

1.2.2 "Purchaser's Attorney"

Dru S. White, Esq. (for Gregory Bergethon)

Law Offices of Dru White

Address: **420 Lexington Avenue, Suite 1402
New York, New York 10170**

Telephone: **(212) 889-7990**

Fax: **(804) 783-7291**

1.3 The "Escrowee" is the [Seller's] [Purchaser's] Attorney.**1.4 The Managing Agent is: Brown Harris Stevens Residential Management**

Address: **770 Lexington Avenue
New York, New York 10065**

Telephone: **(212) 508-7200**

Fax:

1.5 The real estate "Broker(s)" (see ¶12) is/are:

Company Name: **John Burger; Brown Harris Steven; (for Seller)**

Jill Bernard; Compass (for Purchaser)

1.6 The name of the cooperative housing corporation ("Corporation") is: [REDACTED] 1st Corporation**1.7 The "Unit" number is: 15B****1.8 The Unit is located in "Premises" known as:**

**[REDACTED] k Avenue
New York, New York 10021**

1.9 The "Shares" are the 550 shares of the Corporation allocated to the Unit.**1.10 The "Lease" is the Corporation's proprietary lease or occupancy agreement for the Unit, given by the Corporation which expires on [REDACTED].****1.11 "Personalty" is the following personal property, to the extent existing in the Unit on the date hereof: the refrigerators, freezers, ranges, ovens, built-in microwave ovens, dishwashers, garbage disposal units, cabinets and counters, lighting fixtures, chandeliers, wall-to-wall carpeting, plumbing and heating fixtures, central air-conditioning and/or window or sleeve units, washing machines, dryers, screens and storm windows, window treatments, switch plates, door hardware, mirrors, built-ins not excluded in ¶1.12 and****1.12 Specifically excluded from this sale is all personal property not included in ¶1.11 and: Two Wall Sconces in Library/Middle BR; Black Glass Console in Library/Middle BR; Drapes in Master BR; Two Flat Screen Televisions****1.13 The sale [does] [does not] include Seller's interest in [Storage]/[Servant's Rm]/[Parking Space] ("Included Interests")****1.14 The "Closing" is the transfer of ownership of the Shares and Lease.****1.15 The date scheduled for Closing is on or about 4/15/2020 ("Scheduled Closing Date") at Management or Transfer Agent (See ¶¶ 9 and 10)****1.16 The "Purchase Price" is: \$ 5,350,000.00****1.16.1 The "Contract Deposit" is: \$ 535,000.00****1.16.2 The "Balance" of the Purchase Price due at Closing is: \$ 4,815,000.00 (See ¶2.2.2)****1.17 The monthly "Maintenance" charge is \$ 9,448.42 (See ¶4)****1.18 The "Assessment", if any, payable to the Corporation, at the date of this Contract is \$ None, payable as follows:****1.19 [Seller] [Purchaser] shall pay the Corporation's flip tax, transfer fee (apart from the transfer agent fee) and/or waiver of option fee ("Flip Tax"), if any.****1.20 Financing Options (Delete two of the following ¶¶1.20.1, 1.20.2 or 1.20.3)****1.20.1 ~~Purchaser may apply for financing in connection with this sale and Purchaser's obligation to purchase under this Contract is contingent upon issuance of a Loan Commitment Letter by the Loan Commitment Date (¶18.1.2).~~****1.20.2 ~~Purchaser may apply for financing in connection with this sale but Purchaser's obligation to purchase under this Contract is not contingent upon issuance of a Loan Commitment Letter.~~**