

vacuuming systems (including all hoses and attachments); smoke detectors; carbon monoxide detectors; mirrors; window shades, curtain rods and traverse rods; all styles of window and door blinds; cabinet and wall-mounted appliances; all transferable trash and recycling containers provided by a municipality or service company; and all motors, transmitters, receivers, controls, system operation keys, remote units and all component parts.

- (3) If presently on the Property and unless free-standing, all cabinets, shelving, dishwashers, refrigerators, ovens, cooktops, ranges, microwave ovens, trash compactors, humidifiers, dehumidifiers and air filtration systems.
 - (4) Seller's rights in and to public and private streets, highways, alleys, driveways, easements and rights of way.
 - (5) Seller's rights to receive all future rents and royalties due under any lease, agreement or tenancy.
- (E) **Included and Excluded Items.** The following items are included or excluded as follows: ("**Excluded**" if blank)
- (1) Hot tub(s)/spa(s) and related equipment are Included; Excluded; N/A
 - (2) Outdoor play set(s) are Included; Excluded; N/A
 - (3) Speakers (recessed, wall mounted and outdoor) and speaker wiring are .. Included; Excluded; N/A
 - (4) The following items are included: all appliances set forth in Paragraph RPR1, Dishwasher, Refrigerator (in as is condition) which are included with no increase in the Purchase Price and which nevertheless must be left:
 - (a) in substantially the same condition as of the date of the Property Inspection (as defined in Paragraph 9) or if none is conducted, as of the Contract Date, subject to the obligations in Paragraph 5 ("As-is"); or
 - (b) in the condition existing at Closing (as defined in Paragraph 4(C)) ("**a**" if blank).
 - (5) Unless specifically included in Paragraph 3(E), Paragraph 20 or a rider or addendum to this Contract, the following items are excluded: furniture; household furnishings; televisions, including brackets; and also _____

4. **PURCHASE PRICE.** The purchase price ("Purchase Price"), payable in U.S. Dollars as follows, is \$ 106,500.00

(A) **Seller's Concession.** At Closing, Seller shall credit to Purchaser the sum of ("**0**" if blank) ("Seller's Concession") \$ 0.00

(B) **Deposit.** The following deposit ("Deposit"), payable to and held in escrow by HUNT Real Estate ("Escrow Agent") at M&T Bank ("Bank") \$ 5,000.00

- (1) When Purchaser signs this Contract;
- (2) Within 2 Business Days (as defined in Paragraph ATC13(C)) following:
 - (a) The Effective Date (as defined in Paragraph ATC13(D)).
 - (b) Satisfaction or waiver of the Attorney Approval Contingency (as defined in Paragraph ATC1).
 - (c) Satisfaction or waiver of the Property Inspection Contingency (as defined in Paragraph 9(A)(1)) or the Investigation Contingency (as defined in Paragraph VLR4(B)).
 - (d) The later of (b) and (c).

The Deposit and any additional deposit paid pursuant to this Contract, if applicable (collectively "Deposits"), shall be deposited by Escrow Agent with the Bank within 5 Business Days following receipt. Escrow Agent will promptly notify Seller's attorney if any Deposits are not received on time. In the event any of the Deposits are not received by Escrow Agent within 3 Business Days after payment is due, Seller may cancel this Contract at any time prior to Escrow Agent's receipt of whichever of the Deposits was past due.

(C) **Adjusted Balance.** Upon delivery of the deed ("Closing"), the Purchase Price less (i) the Seller's Concession, **and** (ii) the Deposits, subject to closing adjustments and credits as provided in this Contract ("Adjusted Balance").

5. **CONDITION OF PROPERTY AND INCLUDED ITEMS.**

- (A) Except as otherwise provided in this Contract, until Closing, Seller shall, at Seller's expense:
 - (1) maintain the Property and Included Items in substantially the same condition as of the date of the Property Inspection, if any, or if no Property Inspection is conducted, as of the Contract Date;
 - (2) perform ordinary lawn and landscape maintenance and snow removal; **and**
 - (3) maintain all utilities in service that are required for the operation of the heating, air conditioning, plumbing, security and electric systems.
- (B) Except as provided in the Property Condition Disclosure Statement provided by Seller before Purchaser signed this Contract ("PCDS") and in Paragraphs 5(A), 5(C), 6, 8, 13, ATC4 and, if applicable, ADR1, LBPR4 and VLR2, Seller makes no representations, warranties or disclosures as to the condition of the Property and Included Items.
- (C) Subject to (i) any rights of Purchaser under Paragraphs 9, 12(D) and LBPR5(B), (ii) Seller's obligations under Paragraphs 5(A), 5(D), 12 and 13, and (iii) Seller's obligation to complete all repairs agreed to in writing, Purchaser shall accept the Property in substantially the same condition (a) as of the date of the Property Inspection, if any, or if no Property Inspection is conducted, as of the Contract Date, and (b) as disclosed in the PCDS, if any, and shall accept the Included Items as set forth in Paragraph 3(E)(4).

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- (1) Purchaser is, and until Closing will be, in **actual possession** of sufficient money in U.S. dollars **on deposit** with a federally insured bank, trust company, savings and loan association or credit union ("Financial Institution") to close this transaction. **Yes** **No**
 - (2) In order to close this transaction, Purchaser does, or Purchaser's lender may, require:
 - (a) the closing of the sale of any other real estate or the discharge of any mortgage for which Purchaser is liable **Yes** **No**
 - (b) the receipt of a gift of funds **Yes** **No**
 - (B) **Sale Contingency.** This Contract is contingent upon the sale of other real estate as provided in the *Sale Contingency Rider* ("Sale Contingency") **Yes** **No**
 - (C) **Closing Contingency.** This Contract is contingent upon the closing of the sale of Purchaser's real estate located at _____ ("Purchaser's Property"). **Yes** **No**
- If yes, either Party may cancel this Contract after any material breach, termination or cancellation of the contract for Purchaser's Property or upon proof that the closing of the sale of Purchaser's Property has not occurred within 10 Business Days after the Contract Closing Date (as defined in Paragraph 14(A)). Purchaser shall notify Seller within 3 Business Days after any material breach, termination or cancellation of the contract for Purchaser's Property.

- 8. **LEAD-BASED PAINT DISCLOSURE.** Seller represents that: *Choose either (A) or (B) below.*
 - (A) **Pre-1978 Construction.** The dwelling(s) on the Property was/were or may have been built prior to 1978. A *Lead Based Paint Rider* **must** be attached to this Contract.
 - (B) **Post-1977 Construction.** The dwelling(s) on the Property was/were built in 1978 or later.

9. **INSPECTION OF PROPERTY AND INCLUDED ITEMS.** *Choose either (A) or (B) below. ("A" if blank).*

<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> JP </div>	<p>CAUTION: New York law requires that any paid property inspector be properly licensed by the State. The use of a non-licensed inspector or election not to have a property inspection conducted shall be at Purchaser's own risk.</p>
Purchaser Initials	

- (A) **Property Inspection to be conducted.**
 - (1) **The Inspection.** Purchaser shall have the right to have the Property and Included Items inspected and/or tested by inspector(s) chosen and paid for by Purchaser ("Property Inspection") **and** any notice of unsatisfactory results pursuant to Paragraph 9(A)(4) shall be completed within 3 ("**7**" if blank) days following the later of (i) satisfaction or waiver of the Attorney Approval Contingency, or (ii) if all applicable utilities are not in service on the Effective Date, the date Purchaser or Purchaser's attorney receives a notice given by Seller that all applicable utilities are in service ("Inspection Period"). The scope of the Property Inspection shall be determined by Purchaser, but shall not, without the consent of Seller, result in damage to the Property or Included Items. Seller will cooperate with Purchaser's reasonable requests, but need not consent to any damage to the Property or Included Items. The results of the Property Inspection must be satisfactory to Purchaser ("Property Inspection Contingency").
 - (2) **Radon Notice.** Radon is a colorless, odorless, tasteless gas that can seep into homes through cracks and openings in a home's foundation. Inhalation of radon gas is associated with increased risk of lung cancer. Testing for the presence of radon in residential real estate prior to purchase is advisable.
 - (3) **Radon Test.** The Property Inspection will include a radon test ("**Yes**" if blank). **Yes** **No**
 - (4) **Notice of Results and Right to Cancel Contract.** If the results of the Property Inspection are not satisfactory to Purchaser for any reason whatsoever, **and** if notice of the unsatisfactory results of the Property Inspection **is received by Seller or Seller's attorney on or before the expiration of the Inspection Period**, either Party may cancel this Contract. The results need not be disclosed. If the notice under this Paragraph 9(A)(4) is not timely received by Seller or Seller's attorney, the Property Inspection Contingency is deemed waived by Purchaser.
- (B) **No Property Inspection.** Except for the Final Inspection (as defined in Paragraph ATC7), Purchaser elects not to have a Property Inspection conducted. This election shall not be deemed to waive or expand any other rights Purchaser may have under this Contract or at law.

10. **FINANCING.** *Choose all that apply below ("A" if blank).*

- (A) **No Financing.** Purchaser will close this transaction without financing.
- (B) **New Loan(s).**
 - (1) **Application.** Purchaser shall promptly and in good faith, but in no case later than _____ ("**5**" if blank) days after satisfaction or waiver of the Attorney Approval Contingency, Property Inspection

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Contingency, Lead-Based Paint Inspection Contingency (as defined in Paragraph LBPR5(B)), Sale Contingency and Investigation Contingency, if applicable, make application for and diligently and in good faith pursue and accept a Loan Commitment (as defined in Paragraph 10(B)(3)) for one or more of the following loans (NOTE: More than one loan type may be selected, but Purchaser need not apply for all loan types selected) ("Loan"):

- (a) **First Loan:**
 - (i) **Loan Amount** is not to exceed \$ _____; or 97 % of the Purchase Price, plus any financed Private Mortgage Insurance, Mortgage Insurance Premium or VA Funding Fee ("Loan Amount").
 - (ii) **Loan Type** is: Conventional FHA VA (See FHA/VA Option Clause) SONYMA; Other: _____ ("Conventional" if all blank).
 - (iii) **Loan Term** is: 30 year; 20 year; 15 year; _____ year ("30 year" if all blank).
 - (iv) **Interest Rate** is: (Reference to "prevailing" rate is not permissible)
 - a fixed rate not to exceed 6 % per year for a fixed rate loan, or;
 - an initial interest rate not to exceed _____ % for an adjustable rate loan.
 - (v) **Loan Discount Fees** are not to exceed _____ ("0" if blank) % of the Loan Amount.
- (b) **Second Loan/Grant** is a _____ year Fixed Rate Adjustable Rate loan/grant in an amount not to exceed \$ _____; or _____ % of the Purchase Price with an interest rate (initial or fixed) not to exceed _____ %.

(2) **Interest Rate Protection.** Provided Purchaser complies with the provisions of Paragraph 10(B)(1), Purchaser may cancel this Contract if, at the time of loan application, Purchaser is not able to lock in at interest rates and loan discount fees at or below the rates and fees set forth in Paragraph 10(B)(1). If an interest rate is not set forth in Paragraph 10(B)(1) or, if Purchaser elects not to lock in an interest rate at the time of application (i.e. to "float"), Purchaser shall be obligated to accept a Loan Commitment for the applicable loan at any available interest rate with any required loan discount fees. Purchaser must lock in an interest rate no later than 10 days before the Contract Closing Date.

(3) **Commitment.** The written approval of Purchaser's application for a loan must have commitment and interest rate expiration dates after the Contract Closing Date **and must not be conditioned upon:** initial underwriting approval by the lender, verification of credit, receipt of an appraisal, payment of debt (other than mortgage(s) encumbering Purchaser's Property if Paragraph 7(A)(2)(a) is answered "Yes"), verification of funds or initial verification of employment ("Loan Commitment"). Purchaser shall deliver to Seller's attorney a **complete** copy of the Loan Commitment and notice of its acceptance by Purchaser within 3 Business Days after Purchaser's acceptance of a Loan Commitment. If a Loan Commitment within the terms set forth in Paragraphs 10(B)(1) through 10(B)(2) is not issued to and accepted by Purchaser by (choose either (a) or (b) below ("**b**") if both (a) and (b) blank)

- (a) 05/24/2019 [insert date]; or
- (b) _____ ("**45**" if blank) days after the later of (1) the Effective Date; or (2) satisfaction or waiver of the latest of any applicable (i) Sale Contingency, (ii) Investigation Contingency, (iii) Property Inspection Contingency, or (iv) _____

("Loan Commitment Due Date"), either Party may cancel this Contract at any time prior to Purchaser's acceptance of a Loan Commitment on terms the same as or different than those set forth in Paragraphs 10(B)(1) through 10(B)(2). Either Party may cancel this Contract if a Loan Commitment is granted but later cancelled without fault on the part of Purchaser. Purchaser shall promptly notify Seller of any Loan Commitment cancellation.

(4) **Cooperation.**


- (a) Seller shall promptly and in good faith cooperate with reasonable requests by Purchaser's lender(s) to provide access to the Property and Included Items and to execute documents which, except for the FHA/VA Option Clause, do not modify the terms of this Contract.
- (b) Purchaser hereby authorizes and agrees to execute any documents required to authorize Purchaser's lender(s) to deliver a complete copy of each Loan Commitment, without any account numbers shown, to Seller's attorney and the Brokers (as defined in Paragraph 19).
- (c) Prior to Closing, Purchaser shall not intentionally do anything to adversely affect Purchaser's qualification for the Loan (by way of example only, incur any significant additional debt or voluntarily change employment that will result in a disqualification for the Loan.)

- (C) **Loan Assumption.** A loan is being assumed (See *Loan Assumption Rider*).
- (D) **Seller Financing.** Seller is holding a purchase money mortgage (See *Seller Financing Rider*).

11. **STATUS OF TITLE.** Purchaser will accept title to the Property and Included Items subject to the encumbrances set forth in Paragraph ATC5 and: _____ ("**Nothing further**" if blank).

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12. IMPROVEMENTS.

(A) Intended Uses and Improvements. CAUTION: This Property may have easements, rights of way and restrictions which may affect intended uses of or improvements to the Property. Purchaser acquires the Property subject to these encumbrances unless intended uses or improvements, different from the current uses and improvements as set forth in Paragraph 3(C) ("Current Uses/Improvements"), are listed below.

- (1) Purchaser intends to use the Property for a [X] one [] two [] three [] four -family dwelling or [] other ("Intended Uses").
(2) Purchaser intends to make the following specific improvements on or modifications to the Property or make the following specific use of the Property (for example, erection of fence, swimming pool or garage, parking of recreational vehicles): ("Intended Improvements").
(3) If any Intended Uses or Intended Improvements, different from the Current Uses/Improvements, are listed in subparagraphs (1) and/or (2) above, within 10 Business Days after the Effective Date, Seller will provide Purchaser with a copy of Seller's existing survey map and of all restrictions, easements and rights of way affecting the Property as is or should be disclosed in the Search and/or Survey.

(B) Certificates/Approvals. Seller shall obtain certificates/approvals valid through the date of Closing issued by appropriate governmental authorities evidencing compliance with all applicable laws, ordinances, regulations and codes relating to the Current Uses/Improvements and as disclosed in this Contract (excluding the Intended Uses and Intended Improvements which are different from the Current Uses/Improvements) as required by the appropriate governmental authorities for the transfer of the Property (for example: certificate of occupancy, sump pump certificate and approvals of non-public sewage disposal and water supply) ("Certificates/Approvals").

(C) Order and Delivery.

- (1) Order. Certificates/Approvals not already in Seller's possession shall be ordered, all applicable testing and inspections shall be requested, and all applicable application fees shall be paid by Seller no later than 7 Business Days after the later of (i) the Effective Date, and (ii) the satisfaction or waiver of the Attorney Approval Contingency, Property Inspection Contingency, Lead-Based Paint Inspection Contingency, Sale Contingency and Investigation Contingency, if applicable. Any additional fees shall be paid promptly by Seller.
(2) Delivery. Seller shall deliver to Purchaser's attorney a copy of all Certificates/Approvals at least 5 Business Days prior to the Contract Closing Date, except if delayed pursuant to Paragraph 12(D). The originals of all Certificates/Approvals obtained shall be delivered to Purchaser at Closing.

(D) Objections. If Purchaser gives Seller notice of valid objection to the legal status or legal use of any of the structures or other improvements located on the Property ("Condition Defects"), or if Seller receives notification from the applicable governmental authority that there is any problem which needs to be corrected before any one or more of the Certificates/Approvals can be obtained ("Corrective Faults"), Seller shall, at Seller's sole expense, correct the Condition Defects and Corrective Faults, and have all necessary governmental inspections completed, prior to the Contract Closing Date.

13. KEYS. At Closing, unless the Parties have made other prior satisfactory arrangements, Seller shall deliver to Purchaser all keys, security and access codes, and remote control openers (which must be in working order) for the Property, except as follows: ("no exclusions" if blank).

14. CLOSING.

(A) Closing Date. Closing shall be at the County Clerk's Office on the date set forth below or, if that date is not a Business Day, on the next Business Day. ("2" if both (1) and (2) blank). Time is not of the essence.

- [X] (1) 06/21/2019 [insert date], or
[] (2) ("60" if blank) days after the later of (a) the Effective Date; or (b) satisfaction or waiver of the latest

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of any applicable (i) Sale Contingency, (ii) Investigation Contingency, (iii) Property Inspection Contingency, or (iv) _____

(the "Contract Closing Date"), or at such other time and place as the Parties mutually agree.

(B) **Time of Essence Notice.** Either Party (the "Declaring Party") may, at any time after the Contract Closing Date, notify the other Party that time is of the essence, which notice shall set a specific time for Closing on a Business Day that is on or after the 7th Business Day following receipt of the notice by the other Party or the other Party's attorney, provided (i) the Declaring Party has completed each obligation required of the Declaring Party by this Contract to be completed prior to Closing (a "Pre-Closing Obligation"), (ii) the number of days specified in this Contract for the completion of a Pre-Closing Obligation prior to Closing, if applicable, has or will have elapsed following actual completion of the Pre-Closing Obligation, (iii) the number of days available under this Contract to the other Party following the completion of a Pre-Closing Obligation, if applicable, has or will have elapsed following actual completion of the Pre-Closing Obligation, and (iv) the contingencies in this Contract for the benefit of the Declaring Party have been satisfied or waived, or, absent a default by the other Party, will or could be satisfied at Closing.

15. TAXES, ADJUSTMENTS AND CREDITS.

(A) **Special Tax Assessments.** Purchaser will accept title to the Property subject to, and will pay, all Special Tax Assessments that may be payable in installments not yet due and payable as of Closing. Any Special Tax Assessment payable in installments may be so paid on the installment due date at the election of Seller.

(B) **Water Charges and Delinquent Taxes.** Seller shall pay all water charges until Closing and all prior fiscal years' taxes and tax assessments, including interest and penalties.

(C) **Items To Be Adjusted.** There shall be prorated and adjusted, as of 12:00 midnight prior to the date of Closing: rents; royalties; propane; fuel oil; mortgage interest for assumed mortgages; all current fiscal years' taxes, assessments and installments of amounts appearing on current tax bills computed on a fiscal year basis; Special Tax Assessments; flat rate water charges; sewer charges; user fees; license and/or registration fees; and the following items: _____

For adjustment purposes, all rents and royalties due as of the date of adjustment will be considered paid to Seller. If Closing occurs before a new tax rate is fixed, the apportionment of taxes shall be made on the basis of the most recent tax rate applied to the latest assessed valuation and the provisions of Paragraph 15(E) shall not apply.

(D) **Items To Be Credited.** There shall be assigned and/or credited to the appropriate Party at Closing: security deposits and any accrued interest thereon; assumed mortgage escrows; the principal balance of and any accrued interest on any assumed mortgage; the principal balance of and any interim interest on any mortgage held by Seller; all penalties and interest on current fiscal years' taxes, assessments and Special Tax Assessments due as of Closing; increases in taxes due to an exemption termination, removal or revocation for the period from the date of the loss of the exemption to the date of Closing; any meter purchase fees; and any other credits provided for in this Contract.

(E) **Post Closing Adjustment.** Any errors and/or omissions in the Closing computations of adjustments, credits and/or taxes, including any increases due to an exemption, termination or removal, which exceed \$100.00 in the aggregate, shall be corrected upon discovery and paid within a reasonable period of time following a demand for payment.

(F) **Loans.** All loans which appear on any tax and/or utility bill(s) shall be paid in full by Seller prior to or at Closing.

16. RIDERS AND ATTACHMENTS. This Contract includes the following Riders and attachments marked below:

- Lead-Based Paint Rider ("LBPR") Rented Property Rider ("RPR") Sale Contingency Rider ("SCR")
- Vacant Land Rider ("VLR") Loan Assumption Rider ("LAR") Seller Financing Rider ("SFR")
- Condominium/Homeowners' Association Rider ("CHAR") Property Condition Disclosure Statement ("PCDS")
- FHAVA Option Clause Agricultural Disclosure Rider ("ADR")

Other: NORLIC Addendum ("None" if blank)

17. SIGNATURES. This Contract shall not become binding unless all Parties sign it, initial it (where appropriate) and deliver it so that it is received by all Parties or their respective attorneys no later than 5:00 p.m. on _____. (If blank, this paragraph is not applicable).

18. ATTACHMENT OF ADDITIONAL TERMS AND CONDITIONS.

(A) **Receipt and Release.** By initialing this page, the Parties acknowledge having received and reviewed the attached ATC. **This Contract shall be void if all Parties do not acknowledge below that they received the ATC.**

(B) **Changes.** Changes have have not ("have not" if blank) been made to the ATC. If "have not", any changes made to the ATC other than in Paragraphs 1 through 20 or in any Rider or Addendum shall be ineffective.

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19. **BROKERS.** The brokers listed below (individually a "Broker" and collectively the "Brokers") are:

LISTING REAL ESTATE BROKER

Hunt Real Estate ERA Glenn Aronow 10401301654
 Broker Agent Lic.#
 477 S. Transit Road Ste. 900 Lockport NY 14094
 Address
 716-434-6266 716-439-4583 39HU1164315
 Office Phone/Fax Brokerage Lic. #
 716-628-1367 glenn.aronow@huntrealestate.com
 Other Phone E-mail

SELLING REAL ESTATE BROKER

MJ Paterson Real Estate Sharon L Ciminelli 30CI0635619
 Broker Agent Lic.#
 200 John James Audubon Ste 101 Amherst NY 14228
 Address
 716-689-7800 716-636-6808 39M 0518529
 Office Phone/Fax Brokerage Lic. #
 Other Phone E-mail mciminelli57@gmail.com

20. **OTHER TERMS.** (If blank, this paragraph is not applicable.) In the event of a conflict between the provisions of this paragraph and the provisions of any other paragraph of this Contract, the provisions of this paragraph shall control.

CAUTION: Any Property Condition Disclosure Statement provided by Seller must be delivered to Purchaser and a copy attached to this Contract before Purchaser signs this Contract.

Orleans Regl Niagara 4/26/19 Date
 Seller _____ Date
 Seller _____ Date
 Seller _____ Date
 Signature of authorized agent of Escrow Agent _____ Date
 Name of authorized agent: HUNT Real Estate

Jordan Paige 4/23/19 Date
 Purchaser Jordan Paige _____ Date
 Purchaser _____ Date
 Purchaser _____ Date
 Purchaser _____ Date
 Deposit received: Yes No
 [Must be signed even if Deposit has not been received.]

SELLER'S ATTORNEY

John Ottaviano
 Firm Attorney
 172 East Ave Lockport
 Address
 438-0488 438-0489
 Telephone Fax
 jjo@ottaviano.com
 E-mail address

429 Roger Avenue

PURCHASER'S ATTORNEY

 Firm Attorney

 Address

 Telephone Fax

 E-mail address

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ADDITIONAL TERMS AND CONDITIONS

ATC1. ATTORNEY APPROVAL CONTINGENCY. CAUTION: The deletion or modification of Paragraph ATC1(A) or Paragraph ATC1(B), unless such modification extends the Attorney Approval Period or Addendum Approval Period, shall result in the automatic withdrawal of any bar association approval of this form.

- (A) **Contract Approval.** This Contract is contingent upon its approval by the Parties' respective attorneys ("Attorney Approval Contingency") within 3 Business Days following receipt by each Party's attorney of a complete copy of the Contract ("Approval Period"). Within 2 Business Days following the Effective Date, the Parties shall cause a complete copy of this Contract to be delivered to their respective attorneys if one has not already been delivered. In any event, the Approval Period shall commence no later than 2 Business Days following the Effective Date. If either Party's attorney disapproves this Contract before the end of the Approval Period, this Contract is deemed cancelled. The reason for the disapproval need not be disclosed. If either Party's attorney conditionally approves this Contract before the end of the Approval Period, either Party may cancel this Contract at any time prior to unconditional approval of this Contract by the attorneys for both Parties. If there is no disapproval, conditional approval or approval of this Contract by an attorney on behalf of a Party by the end of the Approval Period, this Attorney Approval Contingency is deemed waived by that Party. Disapproval, conditional approval or approval must be in writing and must be received by the attorney representing the other Party, if known, or if not known, the other Party, before the expiration of the Approval Period.
- (B) **Addendum Approval.** Any modification to this Contract which all Parties have signed and/or initialed (including all changes) as applicable ("Addendum") is contingent upon its approval by the Parties' respective attorneys ("Addendum Attorney Approval Contingency") within 3 Business Days following receipt by each Party's attorney of a complete copy of the Addendum ("Addendum Approval Period"). Within 2 Business Days following receipt of a duplicate or copy of the Addendum by both Parties or their respective attorneys (the "Addendum Effective Date"), the Parties shall cause a complete copy of the Addendum to be delivered to their respective attorneys, if one has not already been delivered. In any event, the Addendum Approval Period shall commence no later than 2 Business Days following the Addendum Effective Date. If either Party's attorney disapproves the Addendum before the end of the Addendum Approval Period, the Addendum is deemed cancelled (the reason for disapproval need not be disclosed), but this Contract shall remain in full force and effect, except (i) if either Party's attorney conditionally approves or disapproves an Addendum incorporating changes to this Contract upon which either Party's attorney's approval was conditioned, the attorney's conditional approval shall not be deemed satisfied or waived by the execution of the Addendum by all Parties; and (ii) if either Party's attorney disapproves a Property Inspection Notice and Addendum ("PINA") in which either PINA2(C) or PINA2(D) is selected, either Party may cancel this Contract. If, following unconditional approval of this Contract pursuant to ATC1(A), either Party's attorney conditionally approves an Addendum before the end of the Addendum Approval Period, either Party may cancel the Addendum at any time prior to unconditional approval of the Addendum by the attorneys for both Parties, but this Contract shall remain in full force and effect. If there is no disapproval, conditional approval or approval of the Addendum by an attorney on behalf of a Party by the end of the Addendum Approval Period, the Addendum Approval Contingency is deemed waived by that Party. Disapproval, conditional approval or approval must be in writing and must be received by the attorney representing the other Party, if known, or if not known, the other Party, before the expiration of the Addendum Approval Period.

ATC2. SEARCH AND SURVEY.

- (A) **Search.** Seller shall provide a tax and title search which covers the Property only, fully guaranteed by a title insurance corporation licensed under Article 64 of the Insurance Law ("Search"). Unless the standards adopted by the bar association applicable for the Property locality ("Bar Association") provide otherwise, the first set-out of the Search shall be the first recorded source of title in the County Clerk's Office or a deed to an apparent owner recorded prior to 1920. The last continuation of the Search shall be dated after the Contract Date. If the description certified to in the Search contains references to boundary or other prior instruments, the Search shall show, for information purposes, the descriptions contained in the instruments. Seller shall also provide local tax certificates where not covered by the Search.
- (B) **Survey.** Seller shall provide a survey map of the Property prepared according to the Bar Association standards or, if none, BAEC standards, from a survey of the Property performed after the Contract Date by a professional who is licensed or otherwise authorized under the New York Education Law to practice land surveying ("Survey"). If the Survey includes a certification or statement indicating for whom it was prepared the Survey must, at Seller's expense, be certified to Purchaser, Purchaser's lender(s), Purchaser's attorney and the title insurance agent(s) and company(ies) providing any title insurance in connection with this transaction.
- (C) **Order and Delivery.** Seller shall order the Search and Survey within 5 Business Days after the satisfaction or waiver of the Attorney Approval Contingency, Property Inspection Contingency, Lead-Based Paint Inspection Contingency, Sale Contingency and Investigation Contingency, if applicable. Seller shall deliver the Search,

local tax certificates and the Survey to Purchaser's attorney not less than 15 Business Days before the Contract Closing Date.

- (D) **Return on Cancellation.** In the event this Contract is cancelled pursuant to any of its terms, Purchaser shall have the Search and Survey returned to Seller or Seller's attorney within 7 Business Days after receipt of a notice of cancellation.

ATC3. COSTS. Except as otherwise provided, in addition to the costs set forth elsewhere in this Contract, (i) Seller shall pay for the Search to the date of Closing and for the Survey, transfer tax, filing fee for transfer tax forms, recording fees for any documentation required to cure any Title Defects (as defined in Paragraph ATC5(B)), the special additional mortgage tax, all costs to be paid to the County Clerk to enable the deeds, in excess of one, to be recorded, any estimated New York State income tax due at Closing, and any additional transfer tax imposed under Tax Law Section 1402-a if Purchaser is exempt from paying such tax; and (ii) Purchaser shall pay the mortgage tax, fees for recording deed and mortgage(s), filing fee for Real Property Transfer Report, fee for certification of the Survey (if requested by Purchaser or Purchaser's attorney), mortgage holder's assumption and release of liability fees, any additional transfer tax imposed under Tax Law Section 1402-a, unless Purchaser is exempt from paying such tax, and, except as otherwise provided in this Contract, all fees, costs and other charges imposed or required by Purchaser's lender.

ATC4. RIGHT TO FARM DISCLOSURE. It is or may be the policy of the County to conserve, protect and encourage the development and improvement of agricultural land for the production of food and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that farming activities occur within the County. Such farming activities may include, but not be limited to, activities that cause noise, dust, fumes, odors, smoke, insects, operation of machinery during any hour of the day or evening, storage and disposal of plant and animal waste products, and the application of fertilizers, soil amendments, and pesticides by ground or aerial spraying or other method. Property owners and residents of the County should be aware that farmers have the right to undertake generally accepted practices and one should expect such conditions as a normal and necessary aspect of living in an agricultural area.

ATC5. STATUS OF TITLE.

- (A) **Quality of Title.** At Closing, Seller shall convey to Purchaser good and marketable title to the Property and Included Items in fee simple, free and clear of all liens and encumbrances, except as stated in this Contract. Purchaser will accept title to the Property subject to (i) restrictions of record, provided they do not conflict with the Current Uses/Improvements, Intended Uses or Intended Improvements and have not been violated, unless their enforcement is barred by law; (ii) easements and rights-of-way of record for water lines, sanitary sewer lines, drainage, gas pipelines, electrical lines, media and communication lines, provided they are or may be used to service the Property and provided the Current Uses/Improvements, Intended Uses or Intended Improvements are not or will not be within the easements or rights-of-way areas; and (iii) the encumbrances itemized in Paragraph 11, if any.
- (B) **Title Objections.** Purchaser's attorney shall notify Seller's attorney of all defects, liens and encumbrances to Seller's title to the Property to which Purchaser objects and which Purchaser is not required to accept under this Contract ("Title Defects"). Seller shall in good faith attempt to cure the Title Defects. Seller shall have the later of (i) 10 Business Days after Seller's attorney receives notice of the Title Defects, or (ii) the Contract Closing Date in which to cure the Title Defects. Purchaser shall accept title to the Property once the Title Defects are cured. If Seller cannot cure the Title Defects within the time period set forth above, but either Party can obtain an owner's title insurance policy reasonably and adequately insuring the uncured Title Defects in the amount of the Purchase Price naming Purchaser as insured, including all endorsements necessary to cover the Title Defects, a market value rider (if available) and a covenant by the issuing company to reissue the policy containing the same affirmative coverages ("Owner's Policy"), at standard rates and at no additional cost or obligation to Purchaser, then Purchaser shall accept the Owner's Policy and title to the Property. Seller shall in good faith comply with all reasonable requests of the title insurer to enable it to insure over the Title Defects, including all requirements relating to Title Defects occurring or arising during Seller's ownership of the Property.
- (C) **Title Insurance.** Purchaser's attorney shall order any title insurance policy and any required endorsement insuring Purchaser's lender ("Loan Policy"). If an Owner's Policy is required under Paragraph ATC5(B), the Owner's Policy shall be issued by the company chosen by Seller's attorney, provided the premium for the Owner's Policy without a simultaneous Loan Policy is not greater than that for which Seller is responsible under Paragraph ATC5(D). Otherwise, the Owner's Policy shall be issued by the company issuing the Loan Policy, if available. If no Loan Policy is required or if an Owner's Policy is not available from the company issuing the Loan Policy, the Owner's Policy shall be issued by (i) the company chosen by Seller's attorney, or (ii) the company chosen by Purchaser's attorney if Seller's attorney does not obtain the Owner's Policy.
- (D) **Title Insurance Premiums.** If Seller is required to provide an Owner's Policy under Paragraph ATC5(B) or CHAR3(B)(1)(a), if applicable, and if no Loan Policy is required or obtained, or if the Owner's Policy is not available from the company issuing the Loan Policy, Seller shall pay the premium for the Owner's Policy at the full standard rate. If a Loan Policy is required or obtained and if an Owner's Policy is required and is available

from the company issuing the Loan Policy, Purchaser shall pay the full premium for the Loan Policy, and Seller shall pay an amount equal to the combined premium for the Owner's Policy and simultaneous Loan Policy, less the premium for the Loan Policy at the standard rate.

- (E) **Contract Termination.** If Seller cannot cure all Title Defects within the time period provided in Paragraph ATC5(B) and if an Owner's Policy insuring over the Title Defects cannot be obtained in accordance with Paragraph ATC5(B), (i) Purchaser may cancel this Contract, (ii) Purchaser may elect to accept title as Seller can convey, or (iii) Seller may cancel this Contract if Purchaser fails to elect to accept such title within 3 Business Days after Purchaser receives a demand by Seller to accept title to the Property.
- (F) **Title Examination Standards.** The standards for title examination of the Bar Association applicable for the Property locality or, if none, BAEC standards, shall apply to this Contract.

- ATC6. DEED.** At Closing, Seller shall deliver to Purchaser all documentation, in recordable form where required, reasonably necessary for Seller to comply with this Contract including (i) a warranty deed with lien covenant if Seller is a natural person, (ii) a fiduciary deed with lien covenant if Seller is a fiduciary, (iii) a bargain and sale deed with lien covenant and covenants against grantor's acts if Seller is not a natural person, and/or (iv) a bargain and sale deed with lien covenant and covenant against grantor's acts for so much of the Property as may be affected by a Title Defect which is accepted by Purchaser or which will be insured over by an Owner's Policy.
- ATC7. INSPECTION AND UTILITIES.** Before Closing (but after a Loan Commitment has been accepted) and upon reasonable notice to Seller, Purchaser shall have the right to a single final inspection of the Property and Included Items ("Final Inspection"). Seller shall arrange for final utility readings and Purchaser shall arrange for the transfer of utility services to Purchaser effective as of the date of Closing.
- ATC8. POSSESSION.** Subject only to the tenancies listed on the *Rented Property Rider*, if applicable, at Closing, Purchaser shall have possession of all of the Property and Included Items and the Property shall be vacant.
- ATC9. PAYMENT OF ADJUSTED BALANCE.**
- (A) **Acceptable Funds.** The Adjusted Balance shall be paid by:
- (1) Cash, but not in excess of \$500.00;
 - (2) Certified check(s) drawn on, or bank draft(s) or official check(s) issued by a New York State branch of any Financial Institution, with the original payee as Seller or as Seller's attorney may otherwise direct upon not less than 2 Business Days notice to Purchaser's attorney.
 - (3) As otherwise agreed to in writing by Seller or Seller's attorney.
- (B) **Payment Accepted Subject to Collection.** Any non-cash payment is accepted subject to collection.
- ATC10. CANCELLATION.** Any cancellation made under any Paragraph of this Contract, other than Paragraph ATC1(A), shall be made by notice by the cancelling Party to the other Party ("Cancellation Notice"). The Cancellation Notice must state the reason for the cancellation and a copy of the Cancellation Notice must be delivered to the Escrow Agent. If the cancelling Party delivers a Cancellation Notice to the other Party and Escrow Agent and if a notice by the other Party objecting to the cancellation of this Contract ("Cancellation Objection Notice") is not received by the cancelling Party and Escrow Agent within 10 days following their receipt of a Cancellation Notice, or if this Contract is cancelled under Paragraph ATC1(A), this Contract shall automatically terminate upon that event, the Deposits shall be returned to Purchaser and neither Party nor the Brokers shall have any rights or obligations arising out of this Contract (other than obligations under this Contract that are intended to survive any cancellation or termination).
- ATC11. ESCROW.**
- (A) **Trust Funds.** Escrow Agent's sole duties and responsibilities shall be as a stakeholder only to hold the Deposits in trust for the benefit of the Parties and disburse the Deposits following Closing or cancellation in accordance with this Contract notwithstanding that Escrow Agent may act as attorney or real estate broker for either Party in this transaction. At no time shall the Deposits be the property of Escrow Agent and at no time shall Escrow Agent earn any interest on the Deposits.
- (B) **Brokers' Commissions.** The Brokers brought about this sale and, if this Contract is not validly cancelled by either Party, the Parties shall pay the entire compensation to the Brokers in accordance with their respective written agreements unless the Closing does not take place through no fault of the Party owing the compensation ("Commissions"). However, if no Brokers are identified in this Contract, each Party represents that such Party has not dealt with any person who brought about this sale. Each Party shall indemnify, defend and hold the other harmless from and against any and all causes of action, claims, damages, judgments, awards, expenses and fees (including reasonable attorneys' fees and court costs) in connection with any claim for compensation by any person for having brought about this sale.
- (C) **Closing Disbursements.** If Escrow Agent has signed this Contract, Seller authorizes Escrow Agent to, and Escrow Agent shall, apply the Deposits at Closing, first to the payment of the Commissions owed by Seller, then to payment of Seller's costs as set forth in this Contract. The balance of the Deposits, if any, shall be paid to Seller or any other payee identified by Seller or Seller's attorney. In the event the Deposits are not sufficient to pay the Commissions owed by Seller, Seller authorizes Seller's attorney to, and Seller's attorney shall, pay the

- balance of the Commissions owed by Seller from the net proceeds due Seller at Closing. In the event Escrow Agent is the Listing Real Estate Broker, Escrow Agent will pay any Commissions due to the Selling Real Estate Broker out of Escrow Agent's escrow account within 7 Business Days after receipt of final payment from Seller.
- (D) **Return of Deposits.** Except as otherwise provided in this Contract, Escrow Agent, in its capacity, is not subject to the unilateral direction of any Party with respect to the return of Deposits after cancellation. If this Contract is cancelled under Paragraph ATC1(A), Escrow Agent shall return the Deposits to Purchaser within 5 Business Days following Escrow Agent's receipt of a notice of disapproval or cancellation. If this Contract is cancelled under any other Paragraph in accordance with Paragraph ATC10, Escrow Agent shall return the Deposits to Purchaser within 14 days following Escrow Agent's receipt of a Cancellation Notice provided Escrow Agent did not timely receive a Cancellation Objection Notice. In all other cases, the Deposits shall be distributed by Escrow Agent to Seller or Purchaser as the case may be within 5 Business Days after the earliest of:
- (1) Escrow Agent's receipt of a mutual release (on a Bar Association approved form) executed and delivered by each of the Parties and Brokers to the others on terms agreed to by the Parties and Brokers that designates the manner in which the Deposits are to be distributed ("Release");
 - (2) Escrow Agent's receipt of a copy of a final non-appealable court order which directs how the Deposits are to be distributed; or
 - (3) The date designated by Escrow Agent in a Notice of Intention (as defined below) as the date by which written objections to the release of the Deposits must be received by Escrow Agent, provided no written objection is received by Escrow Agent by such designated date. A "Notice of Intention" is a notice given by Escrow Agent to the Parties and their respective attorneys of Escrow Agent's intention to distribute the Deposits to Seller or Purchaser, as the case may be, due to a cancellation or breach of this Contract. The Notice of Intention shall be delivered by certified mail, return receipt requested and a copy by first class mail at least 7 days prior to such designated date and shall specify to whom the Deposits shall be distributed and the amount to be distributed to each. Escrow Agent shall deliver a Notice of Intention within 3 Business Days following Escrow Agent's receipt of a written demand for same from a Party.
 - (4) In the event Escrow Agent receives a written objection pursuant to Paragraph ATC11(D)(3) by the date designated in the Notice of Intention, Escrow Agent may thereafter deposit the Deposits with any New York State court in whose jurisdiction any part the Property lies and commence an interpleader action to determine the disposition of the Deposits ("Interpleader Action"). Each Party shall reimburse Escrow Agent one-half of all expenses incurred by Escrow Agent, including court costs and reasonable attorneys fees, arising out of the commencement and prosecution of the Interpleader Action unless the court directs a different allocation of Escrow Agent's expenses.
- (E) **Escrow Agent.** By accepting the Deposits, (i) Escrow Agent warrants that the individual signing on behalf of Escrow Agent is authorized to bind Escrow Agent and (ii) agrees to act in accordance with the terms of Paragraphs 4, ATC10, ATC11, ATC12, ATC13 and ATC14. Escrow Agent is not a party to this Contract for any other purpose and in such capacity shall not be liable for any damages under this Contract except for any act or omission inconsistent with the terms of this Contract.
- (F) **Rights Retained.** Nothing contained in this Paragraph shall affect any right of either Party with respect to any claim against the Brokers.

ATC12. NOTICES.

- (A) **Addresses.** All notices, demands and objections given under this Contract ("Notice(s)") shall be *in writing and delivered* in accordance with Paragraph ATC13, except as provided in Paragraph ATC11(D)(3), and a copy *should* be sent to the Brokers. Notice(s) to be delivered to Seller, Purchaser or Escrow Agent, other than those personally delivered, shall be delivered to Seller's, Purchaser's or Escrow Agent's address listed in this Contract, unless such Party has given notice to the other Parties of different address.
- (B) **Notice by Attorney.** Notice(s) to Seller may be given or made by Purchaser or on behalf of Purchaser by Purchaser's attorney *with a copy to Seller* of only any notice of cancellation, notice declaring time of the essence or notice of satisfaction of any Sale Contingency. Notice(s) to Purchaser may be given or made by Seller or on behalf of Seller by Seller's attorney *with a copy to Purchaser* of only any notice of cancellation, notice declaring time of the essence or notice of acceptance of a Subsequent Agreement (as defined in Paragraph SCR2), if applicable.

ATC13. ADDITIONAL REFERENCES/DEFINITIONS.

The following terms shall have the following meanings throughout, and in all modifications of, this Contract:

- (A) **Delivery.** Unless otherwise specifically provided, any delivery of this Contract or Notice(s) ("Document(s)") shall be made by fax, personal delivery, first class mail, overnight delivery service or verified by a Signature Authenticator (as defined in ATC14(C)). If delivery is made by fax, an original or copy of the Document(s) shall be mailed by first class prepaid mail no later than 1 Business Day following the date of the confirmed fax transmission.
- (B) **Receipt.**
- (1) If delivery is made by fax, the Document(s) transmitted shall be deemed received on the date the sender

- receives confirmation from the recipient's equipment that the entire transmission has been received, provided the required mailing is completed.
- (2) If delivery is made by personal delivery, the Document(s) delivered shall be deemed received on the date delivered.
 - (3) If delivery is made by first class mail or overnight delivery service, the Document(s) delivered shall be deemed received 1 Business Day following the date upon which the Document(s) is/are deposited with the postal service with required postage affixed or with the delivery service with delivery charges prepaid or charged to the sender's account.
 - (4) If delivery is made by certified mail as required by this Contract, the Document(s) delivered shall be deemed received (a) on the date the return receipt is signed, (b) on the date delivery is refused, or (c) if the mailing is not claimed, 3 Business Days following the date upon which the Document(s) is/are deposited with the postal service with required postage affixed, provided copies of the Document(s) was/were mailed by first class prepaid mail no later than 1 Business Day following the certified mailing.
 - (5) If delivery is made by a Signature Authenticator, the Document(s) shall be deemed received by the recipient on the date of receipt as reflected in the records of the Signature Authenticator.
 - (6) If delivery is made in a manner which does not comply with the provisions of Paragraph ATC13(A), including email to the intended recipient's email address and (a) the other Party or the other Party's attorney acknowledges receipt of the Document(s), or (b) receipt is otherwise established, the Document(s) shall be deemed received on the earliest of the date of the acknowledgment, the date of receipt set forth in the acknowledgment, or the date of receipt as otherwise established.
 - (7) Notice(s) given by a Party's attorney in accordance with Paragraph ATC12(B), shall be deemed received on the earlier of the date the Notice(s) is/are received by the other Party or other Party's attorney.
- (C) **Business Day.** "Business Day" shall mean calendar days excluding Saturdays, Sundays and legal holidays and shall end at 5:00 p.m. A day other than a Business Day shall end at 11:59 p.m.
- (D) **Effective Date.** "Effective Date" shall mean the latest date on which a duplicate or copy of this Contract has been received by both Parties or their attorneys.
- (E) **Use of Terms.** Whenever the term "including" is used, it shall mean "including but not limited to".

ATC14. MISCELLANEOUS.

- (A) **Attorney's Fees.** In connection with any litigation concerning this Contract, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs.
- (B) **Captions.** The captions contained in this Contract are for convenience only and are not intended to limit or amplify the terms of this Contract.
- (C) **Electronic Signatures.** The Parties, Brokers and Escrow Agent agree and consent that this Contract, and every demand, notice and objection given under this Contract, may be signed and initialed in any manner permitted by the laws of New York State including the Electronic Signatures and Records Act and applicable regulations ("ESRA"). Electronic signatures and initials verified by a person acting as a Certification Authority as provided under ESRA ("Signature Authenticator") shall be considered deemed originals.
- (D) **Governing Law.** This Contract shall be interpreted and enforced in accordance with the laws of the State of New York without regard to the principle of conflict of laws. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.
- (E) **Jurisdiction.** The Parties agree to submit to the jurisdiction of the Courts of the State of New York in the County in which the Property is located with respect to any dispute arising out of this Contract.
- (F) **Parties Bound/Entire Agreement.** This Contract is intended to bind the Parties and Escrow Agent, and those who succeed to their interests, contains the entire agreement between the Parties, and, for purposes of Paragraphs 4, ATC10, ATC11, ATC12, ATC13 and ATC14, the Escrow Agent. Nothing is binding upon the Parties which is not contained in this Contract. **Any modification of this Contract must be in writing and signed by the Parties.** Nothing herein expressed or implied is intended or shall be construed to grant to any person, other than the Parties and those who succeed to their interests, any rights or remedies under or by reason of this Contract.
- (G) **Survival.** The disclosures in Paragraph 6(R), (V) and (W) and the provisions of Paragraphs ATC11(B) and (F) and ATC14 shall survive the Closing or cancellation of this Contract. Any claim arising from failure to comply with Paragraphs 3(D)(5), 3(E)(4), 5, 13, 15, ATC2(C) and (D), ATC8, ATC9(B), ATC10 and ATC11(C) shall survive for 2 years after the Closing or cancellation of this Contract. Whether any other provision of this Contract survives the Closing shall be determined by applicable law or as specifically set forth in this Contract.

LEAD-BASED PAINT RIDER (LBPR) (Rev. 03/15/18)
Prior versions are obsolete.

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LEAD-BASED PAINT RIDER AND DISCLOSURE



RIDER TO CONTRACT dated: _____ ("Contract")
between NIAGARA ORLEANS REGIONAL LAND IMPROVEMENT CORPORATION
and _____ ("Seller")
and Jordan Paige ("Purchaser")
regarding: 429 Roger Ave North Tonawanda NY 14120-1609 ("Property").

The Parties agree that the following additions and/or modifications are hereby made to the Contract:

LBPR1. VALIDITY OF CONTRACT. Federal Regulations require that Seller provide the disclosures in Paragraph LBPR4 before the Contract becomes binding on Purchaser. If any such disclosures are changed after Purchaser signs the Contract, Purchaser may cancel the Contract.

LBPR2. LEAD WARNING STATEMENT. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LBPR3. LEAD HAZARD INFORMATION PAMPHLET. Seller shall deliver to Purchaser the EPA approved lead-hazard information pamphlet, *Protect Your Family From Lead In Your Home*. Intact lead-based paint that is in good condition is not necessarily a hazard.

LBPR4. SELLER'S DISCLOSURES. (Check all applicable boxes.)

(A) Presence of Lead-Based Paint and/or Lead-Based Paint Hazards. (Check either (1) or (2) below.)

Initials & Date	
Purchaser JP 4/23	Seller AK 03/22/2019

- (1) Hazards Known. Attached hereto is a statement signed by Seller disclosing the presence of known lead-based paint and/or lead-based paint hazards at the Property, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards and the condition of the painted surfaces.
- (2) Hazards Unknown. Seller has no actual knowledge of the presence of lead-based paint and/or lead-based paint hazards at the Property.

(B) Records and Reports Available to Seller. (Check either (1) or (2) below.)

Initials & Date	
Purchaser JP 4/23	Seller AK 03/22/2019

- (1) Record Provided. The following is a list of all records and/or reports available to Seller pertaining to lead-based paint and/or lead-based paint hazards at the Property.

- (2) No Records. Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards at the Property.

429 Roger Ave

North Tonawanda NY 14120-1609

[Property Address]

Initials & Date	
Purchaser JP 4/23	Seller AK 03/22/2019

(c) **Validity of Information.** This Rider was prepared based on information previously provided by Seller either verbally or as part of Seller's listing information.

LBPR5. RISK ASSESSMENT. Choose either (A) or (B) below ("**A**", if blank).

Purchaser Initials & Date JP 4/23

- (A) Purchaser hereby waives the opportunity to conduct a lead-based paint hazard risk assessment or inspection.
- (B) This Contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards being obtained by Purchaser at Purchaser's expense within 10 days after the Effective Date ("Lead Paint Inspection Period"). The results must be satisfactory to the Purchaser ("Lead-Based Paint Inspection Contingency"). If the results of such inspection are unacceptable to Purchaser for any reason whatsoever, Purchaser shall notify Seller within 2 Business Days after the end of the Lead Paint Inspection Period, together with a copy of the inspection and/or risk assessment report. In such case, either Party may cancel this Contract. A copy of such notice(s) *should* be delivered to the Brokers. If Purchaser does not notify Seller of any unacceptable results within 2 Business Days after the end of the Lead Paint Inspection Period, the Lead-Based Paint Inspection Contingency is deemed waived by the Purchaser. Seller will cooperate with Purchaser's inspection in such fashion as may be reasonably requested by Purchaser. Purchaser may remove this contingency at any time without cause.

LBPR6. PURCHASER'S ACKNOWLEDGMENT.

Purchaser Initials & Date JP 4/23

- (A) Purchaser has received copies of all information, records and/or reports set forth in Paragraph LBPR4 of this Rider or attached to this Contract, or has been informed that no such information, records and/or reports exist.
- (B) Purchaser has received the EPA approved lead hazard information pamphlet, *Protect Your Family From Lead in Your Home*.

LBPR7. CERTIFICATION OF ACCURACY. Seller and Purchaser have reviewed the information above and each certifies to the best of his/her/their knowledge that the statements he/she/they have provided are true and accurate.

Authorizer Andrea Klyczek, NCRLEIC Executive Director Seller Andrea Klyczek, NCRLEIC Executive Director	03/22/2019 Date	Jordan Paige Purchaser	4/23/19 Date
Seller _____	Date _____	Purchaser _____	Date _____
Seller _____	Date _____	Purchaser _____	Date _____
Seller _____	Date _____	Purchaser _____	Date _____

AGENTS' ACKNOWLEDGMENT

Each real estate agent who receives compensation from payment made by Seller acknowledges that he/she:

- (a) prepared this Rider based on information previously provided by Seller either verbally or as part of Seller's listing information;
- (b) has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d);
- (c) is aware of his/her duty to ensure compliance; and
- (d) certifies that his/her statements are true and accurate to the best of his/her knowledge.

Authorizer Glenn Aronow Agent Glenn Aronow	03/22/2019 Date	Abraham J. Conville Agent	4/23/19 Date
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429 Roger Ave

North Tonawanda NY 14120-1609

[Property Address]



Division of Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: (518) 474-4429
www.dos.ny.gov

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Glenn Aronow of Hunt Real Estate ERA
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

Seller as a (check relationship below)

Buyer as a (check relationship below)

Seller's Agent

Buyer's Agent

Broker's Agent

Broker's Agent

Dual Agent

Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

Advance Informed Consent Dual Agency

Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form:

Signature of Buyer(s) and/or Seller(s):

Andrea Klyczek, NORLIC Executive Director
3/22/2019 14:38:24 PM EST, NORLIC Executive Director

Date: 03/22/2019

Date: _____



Division of Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: (518) 474-4429
www.dos.ny.gov

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Michael/ Sharon Ciminelli of MJ Peterson Real Estate
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

Seller as a (check relationship below)

Seller's Agent

Broker's Agent

Buyer as a (check relationship below)

Buyer's Agent

Broker's Agent

Dual Agent

Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

Advance Informed Consent Dual Agency

Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form:

Signature of Buyer(s) and/or Seller(s):

Jordan Paige

Date: 4/23/19

Date: _____