

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Hearing Date: July 10, 2017
Hearing Time 10:00 am

-----X
In re

SUFFERN INTERNATIONAL EQUITIES INC.

Case No. 17-22349
Chapter 11

Debtor.

-----X

MOTION TO PERMIT SALE OF REAL PROPERTY PURSUANT TO 11 U.S.C §
363

PLEASE TAKE NOTICE THAT:

UPON the affirmation of ROBERT S. LEWIS, ESQ., affirmed the 21st day of June, 2017 and all of the proceedings heretofore had herein, the debtor SUFFERN INTERNATIONLA EQUITIES INC. shall move this Court on July 10, 2017 at 10:00 am at the United States Bankruptcy Courthouse located at 300 Quarropas Street White Plains New York for an Order pursuant to 11 USC §363 permitting sale of real property located at 1025 Route 17 Blooming Grove, New York 10914 by paying off a lien held by Eastern Atlantic Acquisition, Inc., in order to afford the Debtor relief under the Bankruptcy Code, together with such other and further relief as this court may deem just and proper.

PLEASE TAKE NOTICE THAT answering affidavits, if any, shall be served to the undersigned not less than seven (7) days prior the motion date of July 10, 2017.

Dated: Nyack, New York
June 21, 2017

/s/ Robert S. Lewis, Esq.
ROBERT S. LEWIS, ESQ.
Law Office of Robert S. Lewis, PC
53 Burd Street
Nyack, New York 10960
(845) 358-7100
Fax: (845) 353-6943

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ROBERT S. LEWIS, ESQ. an attorney duly licensed to practice law in the State of New York and in the United States Bankruptcy Court, being mindful of the penalties of perjury, affirms and states as follows:

1. I am the attorney for the debtor herein, SUFFERN INTERNATIONAL EQUITIES INC. (the “Debtor”) and as such I am fully familiar with the facts and circumstances of this matter through conversations with my client, and a review of the file maintained by my office in this matter.
2. I make this Affirmation in support of the within Motion to Permit Sale of Real Property pursuant to 11 U.S.C § 363 and Fed. R. Bankr. 2002 and 6004 to approve sale of real property.
3. The debtor filed a Voluntary Petition for relief under Chapter 11 of the Bankruptcy Code (the “Code”) on March 8, 2017. This case was filed in an expedited manner to avoid an auction tax sale on debtors real property located at 1025 Route 17M Blooming Grove, New York 10914.
4. This property is the only asset of the Bankruptcy Estate.
5. The debtor is the sole owner of the property. There is no co- owner.

6. As of the petition date, the debtor valued the property at \$1,150,000.00; property appraisal is annexed hereto (Exhibit A).
7. Secured and Administrative claims against the property are as follows:
 - a. An administrative lien from Orange County Tax Assessor with Lien in the amount of approximately \$450,000.00.
 - b. A Secured lien held by Eastern Atlantic Acquisitions Inc. with lien in the amount of \$2,200,000.00. A Proof of Claim is annexed hereto (Exhibit B).
8. The debtor wishes to sell the property and pay off all secured and administrative liens.
9. The debtor proposes to sell the property for the full appraisal value of \$1,150,000.00 to buyer TWG Fabrics Inc. A Contract of Sale is annexed hereto (Exhibit C).
10. The buyer is not an insider of the debtor, and the sale represents an arms length transaction between parties, made without fraud, collusion, and no attempts has been made by either party to take unfair advantage of the other.
11. From the sale proceeds, the debtor proposes to pay the costs of the sale, including reasonable attorney's fees, real estate commissions, and taxes. In addition, the debtor proposes to pay all creditors that have an undisputed secured interest in the property, as of the date of closing.
12. The debtor estimates that after the payment of the costs of sale, and satisfaction of secured liens there will be no net proceeds to claim an exemption with.
13. For this reason, the sale is in the best interest of the debtor, the estate, creditors,

and other parties in interest and should be approved.

15. The sale of the property is being made free and clear of any interest in the property held by an entity other than the estate pursuant to 11 U.S.C. § 363(f) because either:

(1) Applicable non-bankruptcy law permits the sale of the property free and clear of such interests;

(2) such entity consents to the sale;

(3) such interest is a lien and the price at which the property is to be sold is greater than the aggregate value of all liens on such property;

(4) such interest is in bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceedings, to accept a money satisfaction of such interest.

WHEREFORE, based upon the foregoing, the debtor respectfully requests that the within motion be granted pursuant to 11 USC §363 of the Code, together with such other and further relief as this Court deem just and proper.

Dated: Nyack, New York
June 21, 2017

/s/ Robert S. Lewis, Esq.
ROBERT S. LEWIS, ESQ.
Law Office of Robert S. Lewis, PC
53 Burd Street
Nyack, New York 10960
(845) 358-7100
(845) 353-6943

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re

SUFFERN INTERNATIONAL EQUITIES INC.,

Case No. 17-22349

Chapter 11

Debtor.

-----X

**ORDER GRANTING DEBTORS MOTION TO PERMIT SALE OF REAL
PROPERTY PURSUANT TO 11 U.S.C 363**

UPON the Motion (the "Motion") of the above debtor (the "Debtor") for an order Under 11 U.S.C. §363 Permitting Sale of Real Property; and there being due and sufficient notice of the Motion; and there being no objections to the requested relief; and upon the record of the hearing held by the Court on the Motion on July 10, 2017; and, after due deliberation, the Court having found that the Debtor has established sufficient cause for the requested relief, it is hereby

ORDERED that the Motion is granted permitting sale of Real Property known as 1025 Route 17M Blooming Grove, New York 10914.

Dated: White Plain, New York
_____, 2017

HON. ROBERT D. DRAIN

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

SUFFERN INTERNATIONAL EQUITIES INC.

AFFIDAVIT OF SERVICE
Chapter 11
Case No. 17-22349

Debtor.

-----X
STATE OF NEW YORK)
)ss.:
COUNTY OF ROCKLAND)

JASMINE M. ROSA , being duly sworn and mindful of the penalties of perjury,
affirm and say:

That on the 21st day of June, 2017 deponent served the within Motion To Permit
Sale Pursuant to 11 USC §363 upon:

SEE ANNEXED SERVICE LIST or ADDRESSES

At the address assigned for that purpose sending a true copy of same enclosed in a
postpaid wrapper first class mail in a post office official depository under the exclusive
care and custody of the United States Postal Service within the State of New York.

Dated: June 21, 2017
Nyack, New York

/s/Jasmine M. Rosa
JASMINE M. ROSA

Sworn before me this
21st day of June, 2017

/s/ Robert S. Lewis, Esq.
Robert S. Lewis, Esq.
NOTARY PUBLIC
Notary Public, State of New York
No. 4887720
Qualified in Rockland County
Commission Expires March 2, 2019

ANNEXED SERVICE LIST

NYS Department of Taxation
Bankruptcy Section
PO Box 5300
Albany, NY 12205

Chambers
United States Bankruptcy Court
300 Quarropas Street
White Plains, New York 10960

Office of the United States Trustee
U.S. Federal Office Building
201 Varick Street, Room 1006
New York, NY 10014

Officer of Director
Eastern Atlantic Acquisitions Inc.
1 Kiryas Radin Drive
Spring Valley, New York 10977

Orange County Tax Assessor
Real Property Tax Service Agency
124 Main Street
Goshen, New York 10924

EXHIBIT C
LAW OFFICE OF ROBERT S. LEWIS, PC

Contract of Sale

Between

SUFFERN INTERNATIONAL EQUITIES, INC. (“Seller”)

and

TWG FABRICS, INC. (“Purchaser”)

Dated: May 3, 2017

Premises:

Street Address:	1027 Route 17M
City/Town:	Blooming Grove
County:	County of Orange
State:	New York

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CONTRACT OF SALE ("Contract") dated May 3, 2017 between Suffern International Equities, Inc., 14 Cloverdale Lane, Monsey, N.Y. 10952 ("Seller") and TWG Fabrics, Inc. 115 Wisner Ave. Middletown, N.Y. 10940 ("Purchaser").

Seller and Purchaser hereby covenant and agree as follows:

Section 1. Sale of Premises and Acceptable Title

§1.01. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, at the price and upon the terms and conditions set forth in this contract: (a) the parcel of land more particularly described in Schedule A attached hereto ("Land"); (b) all buildings and improvements situated on the Land (collectively, "Building"); (c) all right, title and interest of Seller, if any, in and to the land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damage to the Land by reason of a change of grade of any street or highway; and (d) the appurtenances and all the estate and rights of Seller in and to the Land and Building (collectively, the "Premises"). For purposes of this contract, "appurtenances" shall include all right, title and interest of Seller, if any, in and to (i) streets, easements, rights-of-way and vehicle parking rights used in connection with the Premises; (ii) any strips or gores of land between the Land and abutting or adjacent properties; (iii) the leases, licenses and occupancy agreements for space in the Building, and all guarantees thereof, as shown on Schedule E attached hereto and any leases entered into by Seller between the date of this contract and the Closing (as hereinafter defined); (iv) the Service Contracts (as hereinafter defined); (v) plans, specifications, architectural and engineering drawings, prints, surveys, soil and substrata studies relating to the Premises in Seller's possession, whether or not stored, managed or contained on computer software or hardware; (vi) all operating manuals and books, data and records regarding the Premises and its component systems in Seller's possession; (vii) all licenses, permits, certificates of occupancy and other approvals issued by any state, federal or local authority relating to the use, maintenance or operation of the Premises or the fixtures, machinery or equipment included in this sale to the extent that they may be transferred or assigned; (viii) all warranties or guaranties, if any, applicable to the Premises, to the extent such warranties or guaranties are assignable; (ix) all tradenames, trademarks, servicemarks, logos, copyrights and good will relating to or used in connection with the operation of the Premises and (x) air rights and development rights. This sale also includes all trade fixtures and all equipment, machinery, materials, supplies and other personal property attached or appurtenant to the Building at time of closing or located at and used in the operation or maintenance of the Land or Building to the extent same are owned by Seller or any affiliate of Seller (the "Personal Property"). The street address of the Premises is set forth on Schedule D attached hereto.

§1.02. Seller shall convey and Purchaser shall accept fee simple title to the Premises in accordance with the terms of this contract, subject only to: (a) the matters set forth in Schedule B attached hereto (collectively, "Permitted Exceptions"); and (b) such

other matters as the title insurer specified in Schedule D attached hereto (or if none is so specified, then any title insurer licensed to do business by the State of New York) shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Premises.

Section 2. Purchase Price, Acceptable Funds, Existing Mortgages, Purchase Money Mortgage, Escrow of Downpayment and Foreign Persons

§2.01. Purchaser shall pay Seller the purchase price (“Purchase Price”) set forth in Schedule C attached hereto, subject to the terms and conditions of this contract. Seller and Purchaser acknowledge that no portion of the Purchase Price is allocated to the Personal Property, if any, transferred pursuant to this contract.

§2.02. Except for the Downpayment (hereinafter defined), all monies payable under this contract, unless otherwise specified in this contract, shall be paid by (a) certified checks of Purchaser or any person making a loan to Purchaser drawn on any bank or trust company having a banking office in the State of New York and which is a member of the New York Clearing House Association or (b) official bank checks drawn by any such banking institution, except that uncertified checks of Purchaser payable to the order of Seller up to the amount of \$2,500 shall be acceptable for sums payable to Seller at the Closing, or (c) with respect to the portion of the Purchase Price payable at the Closing, at Seller’s election, by wire transfer of immediately available federal funds to an account designated by Seller not less than three business days prior to the Closing.

§2.03. N/A

§2.04. (a) All sums paid on account of the Purchase Price prior to the Closing (collectively, “Downpayment”) shall be paid by good check or checks drawn to the order of and delivered to Seller’s attorney or another escrow agent designated in writing by the parties (“Escrowee”). The Escrowee shall hold the proceeds thereof in escrow in a special bank account at Chase Bank located at Airmont Rd. Airmont, N.Y. (or as otherwise agreed in writing by Seller, Purchaser and Escrowee) until the Closing or sooner termination of this contract and shall pay over or apply such proceeds in accordance with the terms of this section. Escrowee shall hold such proceeds in a non-interest-bearing account. The tax identification numbers of the parties are set forth in Schedule D. Each of the parties, upon Escrowee’s request, shall promptly furnish to Escrowee a completed and executed Form W-9, together with such other information as Escrowee shall reasonably require. At the Closing, such proceeds and the interest thereon, if any, shall be paid by Escrowee to Seller. If for any reason the Closing does not occur and either party makes a written demand upon Escrowee for payment of such amount, Escrowee shall give written notice to the other party of such demand. If Escrowee does not receive a written objection from the other party to the proposed payment within 10 business days after the giving of such notice, Escrowee is hereby authorized to make such payment. If Escrowee does receive such written 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 written instructions from the parties to this contract or a final and non-appealable judgment of a court. However, Escrowee shall have the right at any

time to deposit the escrowed proceeds and interest thereon, if any, with the clerk of the Supreme Court of the county in which the Premises is located. Escrowee shall give written notice of such deposit to Seller and Purchaser. Upon such deposit Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that Escrowee is acting solely as a stakeholder at their request and for their convenience, that the duties of Escrowee hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Downpayment in accordance with the provisions of this contract, that Escrowee shall not be deemed to be the agent of either of the parties, and that Escrowee shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this contract or involving gross negligence. Seller and Purchaser shall jointly and severally 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, in willful disregard of this contract or involving gross negligence on the part of Escrowee.

(c) Escrowee has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this contract.

(d) If Escrowee is Seller's attorney, 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.

(e) Escrowee may act or refrain from acting in respect of any matter referred to in this §2.06 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.

§2.05. If Seller is a "foreign person", as defined in Internal Revenue Code Section 1445 and regulations issued thereunder (collectively, the "Code Withholding Section"), or if Seller fails to deliver the certification of non-foreign status required under §10.01(k), or if 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 ten percent (10%) thereof and shall at Closing remit the withheld amount with Forms 8288 and 8288A (or any successor forms) to the Internal Revenue Service; and if the cash balance of the Purchase Price payable to Seller at the Closing after deduction of net adjustments, apportionments and credits (if any) to be made or allowed in favor of Seller at the Closing as herein provided is less than ten percent (10%) of the Purchase Price, Purchaser shall have the right to terminate this contract. If Purchaser so terminates this contract, such termination shall be subject to the provisions of §13.07. The right of termination provided for in this §2.07 shall be in addition to and not in limitation of any other rights or remedies available to Purchaser under applicable law.

"Buyer's obligations under this Agreement are contingent upon its securing a mortgage

commitment from a financial institution or any other party, upon commercially reasonable terms, within 45 days ("Commitment Deadline") of the execution of this Agreement. Buyer shall make all commercially reasonable efforts to pursue, apply for and obtain a commitment. In the event that Buyer does not provide notice of its election to exercise its rights pursuant to this paragraph within the Commitment Deadline, this mortgage contingency shall be deemed waived by Buyer." In the event the Purchaser does not obtain a mortgage by June 19, 2017, after exercise of good faith, then this contract shall be deemed null and void at the option of either party to this agreement communicated to the other party, or their attorney, in writing via United States Postal Service, and sellers sole liability shall be the return of the down payment.

Section 3. The Closing

§3.01. Except as otherwise provided in this contract, the closing of title pursuant to this contract ("Closing") shall take place on the scheduled date and at the time of closing specified in Schedule D (the actual date of the Closing being herein referred to as "Closing Date") at the place specified in Schedule D. Time is of the essence.

Section 4. Representations and Warranties of Seller

Seller represents and warrants to Purchaser as follow:

§4.01. Seller is the sole owner of the Premises and has not granted any option to purchase the Premises or any right of first refusal or right of first offer to purchase the Premises.

§4.02. If the Premises are encumbered by an Existing Mortgage(s), no written notice has been received from the Mortgagee(s) asserting that a default or breach exists thereunder which remains uncured and no such notice shall have been received and remain uncured on the Closing Date. Sale is subject to Bankruptcy Trustee Approval. The information concerning written leases, written licenses and written occupancy agreements (which together with all amendments and modifications thereof are collectively referred to as "Leases") and any tenancies or occupancies in the Premises not arising out of the Leases (collectively, "Tenancies"; and each, individually, a "Tenancy") set forth in Schedule E attached hereto ("Rent Schedule") is accurate as of the date set forth therein or, if no date is set forth therein, as of the date hereof, and there are no Leases or Tenancies of any space in the Premises other than those set forth therein and any subleases or subtenancies. Except as otherwise set forth in the Rent Schedule or elsewhere in this contract: THERE ARE NO LEASES.

§4.03. N/A

§4.04. Schedule G attached hereto lists all insurance policies presently affording coverage with respect to the Premises, and the information contained therein is accurate as of the date set forth therein or, if no date is set forth therein, as of the date hereof.

§4.05. The copy of the certificate of occupancy for the Premises is not attached hereto. Purchaser shall inquire as to the existence of said C. O. Seller makes no representation as to compliance with any such certificate.

§4.06. (a) As of the date of this contract: The assessed valuation of the Land and Building and the real estate taxes set forth in Schedule D, shall be confirmed by the purchaser, if any, are the assessed valuation of the Premises and the real estate taxes payable with respect thereto for the fiscal year(s) indicated in such schedule (subject to any abatements that may become applicable after the date of this contract and any increases or changes in real estate taxes resulting from a retroactive change in the tax rate). Except as otherwise set forth in Schedule D, there are no tax abatements or exemptions affecting the Premises as of the date of this contract.

The Personal Property, as of the Closing Date, is owned by Seller free of liens and encumbrances other than the lien(s) of the Existing Mortgage and the Bankruptcy Trustee(s), if any.

§4.07. To Seller's knowledge no incinerator, compactor, boiler or other burning equipment on the Premises is being operated in violation of applicable law. If copies of a certificate or certificates of operation therefor have been exhibited to and initialed by Purchaser or its representative, such copies are true copies of the originals.

§4.08. Except as otherwise set forth in Schedule D, to Seller's knowledge, no assessment payable in annual installments, or any part thereof, has become a lien on the Premises.

§4.09. Seller is not a "foreign person" as defined in the Code Withholding Section.

§4.10. Seller is an inactive Corporation of the State of N.Y.

§4.11. Seller has taken all necessary action to authorize the execution, delivery and performance of this contract and has the power and authority to execute, deliver and perform this contract and consummate the transaction contemplated hereby. The person signing this contract on behalf of Seller is authorized to do so. Assuming this contract has been duly authorized, executed and delivered by each of the other party(ies) to this contract, this contract and all obligations of Seller hereunder are the legal, valid and binding obligations of Seller, enforceable in accordance with the terms of this contract, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

§4.12. The execution and delivery of this contract and the performance of its obligations hereunder by Seller will not conflict with any provision of any law or regulation to which Seller is subject or any agreement or instrument to which Seller is a party or by which it is bound or any order or decree applicable to Seller or result in the creation or imposition of any lien on any of Seller's assets or property which would materially and adversely affect the ability of Seller to carry out the terms of this contract. Seller has obtained any consent, approval, authorization or order of any court or governmental agency or body required for the execution, delivery or performance by Seller of this contract including bankruptcy trustee approval for sale which is or might be pending.

§4.13. Seller has not received written notice of and has no knowledge of any action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Seller with respect to the Premises, which if adversely determined could have a material adverse effect on the Premises or interfere with the consummation of the transaction contemplated by this contract other than previously noted however, Bankruptcy Trustee approval for sale which is required.

§4.14. Seller is not a, and is not acting directly or indirectly for or on behalf of any, person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked Persons," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control and Seller is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity, or nation.

§4.15. To Seller's knowledge, there are no underground fuel storage tanks at the Premises.

§4.16. Seller has received no notice of and has no knowledge of any actual or proposed taking in condemnation of all or any part of the Premises.

§4.17. Seller has been known by no other name for the past ten (10) years except:
n/a.

§4.18. The representations and warranties of Seller set forth in §§ 4.03, 4.04, 4.05, 4.07, 4.08, 4.10(b), 4.11, 4.12, 4.13, 4.18, 4.20 and 4.21 as restated as of the Closing shall survive the Closing for a period of 30 days (the "Survival Period"). None of Seller's other representations or warranties shall survive the Closing. No claim for a misrepresentation or breach of warranty of Seller shall be actionable or payable if the breach in question results from or is based on a condition, state of facts or other matter which was known to Purchaser prior to the Closing. Seller shall have no liability to Purchaser. However, in good faith, there will be a \$100 top, and a \$110-dollar aggregate for any breach of warranty and (b) unless written notice containing a description of the specific nature of such breach shall have been given by Purchaser to Seller prior to the expiration of the Survival Period, if any, and an action shall have been commenced by

Purchaser against Seller within the Survival Period, if any. The prevailing party in any litigation arising from a claim under this §4.25 shall pay their own legal fees and expenses. For purposes of this Section, the phrase “to Seller’s knowledge” shall mean the actual knowledge of the President of the Corporation at the time of sale without any special investigation.

Except where limited specifically to the date of this contract or other date, the representations and warranties made by Seller in this contract are made as of the date of execution and delivery of this contract, and except as otherwise set forth in §6.05, shall be deemed restated and shall be true and accurate on the Closing Date.

Section 5. “As Is” Condition, No Representations Not Expressly Set Out in Contract, Representations and Warranties of Purchaser

§5.01. Purchaser acknowledges that:

(a) Purchaser has inspected or has had an opportunity to inspect the Premises, is fully familiar with the physical condition and state of repair thereof, and, subject to the provisions of §7.01, §8.01, §9.04 and Section 7, shall accept the Premises “as is” and in their present condition, subject to reasonable use, wear, tear and natural deterioration between now and the Closing Date, without any reduction in the Purchase Price for any such change in condition. Seller shall not be liable for any latent or patent defects in the Premises.

(b) Before entering this contract, Purchaser has made such examination of the Premises within sixty (60) days of the execution of this contract, the operation, income and expenses thereof and all other matters affecting or relating to this transaction as Purchaser deemed necessary. In entering this contract, Purchaser has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller or any agent, employee or other representative of Seller or by any broker or any other person representing or purporting to represent Seller, which are not expressly set forth in this contract, whether or not any such representations, warranties or statements were made in writing or verbally.

§5.02. Purchaser represents and warrants to Seller that:

(a) The funds comprising the Purchase Price to be delivered to Seller in accordance with this contract are not derived from any illegal activity.

(b) Purchaser has taken all necessary action to authorize the execution, delivery and performance of this contract and has the power and authority to execute, deliver and perform this contract and the transaction contemplated hereby. The person signing this contract on behalf of Purchaser is authorized to do so. Assuming this contract has been duly authorized, executed and delivered by each of the other party(ies) to this contract, this contract and all obligations of Purchaser hereunder are the legal, valid and binding obligations of Purchaser, enforceable in accordance with the terms of this contract, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors’ rights generally and by general

principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The execution and delivery of this contract required hereunder and the performance of its obligations hereunder by Purchaser will not conflict with any provision of any law or regulation to which Purchaser is subject or any agreement or instrument to which Purchaser is a party or by which it is bound or any order or decree applicable to Purchaser, and will not result in the creation or imposition of any lien on any of Purchaser's assets or property which would materially and adversely affect the ability of Purchaser to carry out the terms of this contract. Purchaser will obtain any consent, approval, authorization or order of any court or governmental agency or body required for the execution, delivery or performance by Purchaser of this contract.

(d) Purchaser is a corporation that has been duly organized and is in good standing under the laws of the state of its formation.

(e) To Purchaser's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Purchaser which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this contract.

(f) Purchaser is not a, and is not acting directly or indirectly for or on behalf of any, person, group, entity or nation named by Executive Order of the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control and Purchaser is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity or nation.

(g) The representations and warranties of Purchaser set forth in this Section 5 are made as of the date of this contract and are restated as of the Closing and shall survive the Closing for a period of thirty days.

For purposes of this §5.02, the phrase "to Purchaser's knowledge" shall mean the actual knowledge of Norman Klein, Officer, without any special investigation.

Section 6. Seller's Obligations as to Leases

§6.01. Unless otherwise provided in a schedule attached to this contract, Seller shall not, between the date of this contract and the Closing, without Purchaser's prior written consent, which consent shall not be unreasonably withheld or delayed: (a) amend, renew or extend any Lease in any respect, except to the extent required by law or by the express terms of such Lease; (b) grant a written lease to any person or entity occupying space without a Lease (except as required by law); (c) terminate any lease or Tenancy except by reason of a default by the tenant thereunder; (d) consent to the assignment of a Lease or subletting by any tenant except as required by the terms of the applicable Lease or by law or (e) permit anyone to use or occupy any space pursuant to an oral agreement

except pursuant to the Tenancies. Seller shall not, without Purchaser's consent (which may be granted or denied at Purchaser's discretion) enter into any lease or other occupancy agreement with any person or entity directly or indirectly affiliated with or related to Seller, Seller's managing agent, or any principal of Seller or Seller's managing agent (a "Related Lease Transaction").

§6.02. Unless otherwise provided in a schedule attached to this contract, Seller shall not, between the date of this contract and the Closing, permit the occupancy of, or enter into any new lease, occupancy agreement or license agreement for, space in the Building which is presently vacant or which may hereafter become vacant, without first giving Purchaser written notice of the identity of the proposed tenant, occupant or licensee, together with (a) either a copy of the proposed lease, occupancy agreement or license agreement, or a summary of the terms thereof in reasonable detail and (b) a statement of the amount of the brokerage commission, if any, payable in connection therewith and the terms of payment thereof.

If Purchaser objects to such proposed lease, occupancy agreement or license agreement and notifies Seller of its objection within seven business days after receipt of Seller's notice, or (z) such lease, occupancy agreement or license agreement constitutes a Related Transaction, Seller shall not enter into the proposed lease, occupancy agreement or license agreement. If clause (y) applies and the prospective tenant, licensee or occupant would have commenced paying rent or a license fee prior to the Closing Date if Purchaser had not objected, Purchaser shall pay to Seller at the Closing, in the manner specified in §2.02, (A) the rent, additional rent and other charges that would have been payable under the proposed lease, occupancy agreement or license agreement from the date on which the tenant's, occupant's or licensee's obligation to pay rent would have commenced if Purchaser had not so objected until the Closing Date, less (B) the Reletting Expenses (hereinafter defined), as amortized over the period commencing on the proposed rent commencement date of such lease or agreement and ending on the proposed expiration date of such lease or agreement and apportioned as of the Closing Date. The "Reletting Expenses" shall equal the amount of the brokerage commission, any construction allowance or other monetary payment to be made to the proposed tenant, occupant or licensee, and the reasonable cost of decoration or other work required to be performed by the landlord under the terms of the proposed lease, occupancy agreement or license agreement to prepare the premises for the tenant's, occupant's or licensee's occupancy.

If Purchaser does not so notify Seller of its objection to a proposed lease, occupancy agreement or license agreement or consents to same and if such lease or agreement does not involve a Related Transaction, Seller shall have the right to enter into the proposed lease, occupancy agreement or license agreement with the tenant, occupant or licensee identified in Seller's notice. If Seller enters into such lease or agreement and Seller has reasonably incurred out-of-pocket expenses in connection with such transaction, including brokerage commissions, reasonable legal fees, and/or fix up costs (the "Leasing Expenses"), then:

1. If the new tenant or occupant is not required to commence paying, and does not pay, rent until after the Closing Date, Purchaser shall reimburse

Seller at the Closing for all the Leasing Expenses and Seller shall pay to the appropriate parties the Leasing Expenses, which obligation shall survive the Closing; but

2. If the new tenant or occupant commences paying rent prior to the Closing Date, Purchaser shall pay Seller at Closing the unamortized portion of the Leasing Expenses. The Leasing Expenses shall be amortized over a period commencing on the rent commencement date under such lease or agreement and ending on the expiration date of such lease or agreement (not taking into account any renewal or extension rights), and the unamortized portion shall be determined as of the Closing Date. Seller shall pay to the appropriate parties the Leasing Expenses; which obligation shall survive the Closing.

If Seller fails to pay the Leasing Expenses as required by this Section, Seller shall indemnify and hold harmless Purchaser from all loss, cost, expense, liability, and damages, including reasonable attorneys' fees, Purchaser may incur by reason of such failure, which indemnification obligation shall survive Closing.

§6.03. If any space is vacant on the Closing Date, Purchaser shall accept the Premises subject to such vacancy, provided that the vacancy was not permitted or created by Seller in violation of any restrictions contained in this contract.

§6.04. Seller shall not grant any concessions or rent abatements for any period following the Closing without Purchaser's prior written consent.

§6.05. Seller does not warrant that any particular Lease or Tenancy will be in force or effect at the Closing or that the tenants will have performed their obligations thereunder. The termination of any Lease or Tenancy prior to the Closing by reason of the tenant's default shall not affect the obligations of Purchaser under this contract in any manner or entitle Purchaser to an abatement of or credit against the Purchase Price or give rise to any other claim on the part of Purchaser.

§6.06. Seller hereby indemnifies and agrees to defend Purchaser against any claims made by tenants in the Premises with respect to their security deposits other than (a) claims with respect to tenants' security deposits to the extent paid, credited or assigned to Purchaser pursuant to §10.01, (b) claims made against Purchaser pursuant to §7-107 of the New York General Obligations Law ("GOL") with respect to funds for which Seller was not liable, and (c) claims made pursuant to §7-108 of the GOL by tenants to whom Purchaser failed to give the written notice specified in §7-108(2)(c) of the GOL within thirty days after the Closing Date. The foregoing indemnity and agreement shall survive the Closing and shall be in lieu of any escrow permitted by §7-108(d) of the GOL, and Purchaser hereby waives any right it may have to require any such escrow. THERE ARE PRESENTLY NO LEASES, RENTS OR CREDITS TO THE SELLER RE: LEASES.

Section 7. Responsibility for Violations

§7.01. Except as provided in §7.02 and §7.03, all notes or notices of violations of law or governmental ordinances, orders or requirements which were noted or issued prior to the date of this contract by any governmental department, agency or bureau having jurisdiction as to conditions affecting the Premises and all liens which have attached to the Premises prior to the Closing, shall be removed or complied with by PURCHASER and PURCHASER shall pay any fines or penalties imposed by reason of any such violations.

§7.02. Seller's failure to remove or fully comply with any violations which a tenant unaffiliated with Seller is required to remove or comply with pursuant to the terms of its lease by reason of such tenant's use or occupancy shall not be an objection to title or a breach of Seller's obligations under this Section 7. Purchaser shall accept the Premises subject to all such violations without any liability of Seller with respect thereto or any abatement of or credit against the Purchase Price.

§7.03. If required, Seller, upon written request by Purchaser, shall promptly furnish to Purchaser written authorizations to make any necessary searches for the purposes of determining whether notes or notices of violations have been noted or issued with respect to the Premises or liens have attached thereto.

Section 8. Destruction, Damage or Condemnation

§8.01. Damage by Casualty.

(a) Damage Not in Excess of \$100,000.00. If, prior to the Closing, there shall occur damage to the Premises caused by fire or other casualty which would cost less than [\$ 200,000.00] (the "Casualty Threshold") to repair, as reasonably determined by an engineer selected by Seller and reasonably satisfactory to Purchaser, and such fire or other casualty does not adversely affect the lobby, building-wide systems, or common areas and the continued operation of the balance of the Premises not damaged and does not give rise to rent abatement or termination rights of lessees under leases covering more than 30% (the "Percentage") of the rentable square feet of the Building, then Purchaser shall not have the right to terminate this contract by reason thereof, but Seller shall assign to Purchaser at the Closing, by written instrument in form and substance reasonably satisfactory to Purchaser and Seller's insurance carrier, all of the insurance proceeds payable on account of any such fire or casualty to cover expenses caused by said casualty and shall deliver to Purchaser any such proceeds actually paid to Seller. Damage in Excess of \$200,000.00. If prior to the Closing there shall occur damage to the Premises caused by fire or other casualty which would cost an amount equal to the Casualty Threshold or more to repair, as reasonably determined by an engineer selected by Seller and reasonably satisfactory to Purchaser, or the damage affects the lobby, building-wide systems, or common areas or the continued operation of the balance of the Premises not damaged or gives rise to rent abatement or termination rights of lessees under leases covering more than the Percentage of the rentable square feet of the Building, then Purchaser may elect to terminate this contract by notice given to Seller and Escrowee within ten (10) days after Seller has given Purchaser notice that such damage occurred, or at the Closing, whichever is earlier, upon which termination,

Escrowee shall deliver the Downpayment to Purchaser, this contract shall thereupon be null and void and neither party hereto shall thereupon have any further obligation to the other, except for those obligations and liabilities that are expressly stated to survive termination of this contract. If Purchaser does not elect to terminate this contract, then the Closing shall take place as herein provided, without abatement of the Purchase Price, and Seller shall assign to Purchaser at the Closing, by written instrument in form reasonably satisfactory to Purchaser, all of the insurance proceeds payable on account of any such fire or casualty, shall deliver to Purchaser any such proceeds or awards actually paid to Seller, and shall afford to Purchaser at Closing a credit against the balance of the Purchase Price in an amount equal to any deductible. The proceeds of rent interruption insurance, if any, shall on the Closing Date be appropriately apportioned between Purchaser and Seller.

(b) Seller agrees not to repair any damage to the Premises (other than emergency repairs) without Purchaser's prior written consent and not to incur Reimbursable Amounts totaling in the aggregate in excess of \$25,000.00 without Purchaser's prior written consent. Purchaser shall have the right to participate in any discussions, claims adjustments or settlements with insurance companies regarding any damage to the Premises.

(c) The term "Reimbursable Amounts" shall mean costs and expenses actually and reasonably incurred by or for the account of Seller in connection with fire or other casualty for (x) compliance with governmental ordinances, orders or requirements of any governmental department, agency or bureau having jurisdiction of the Premises, (y) safeguarding the Premises or any part thereof, including any protective restoration or (z) emergency repairs made by or on behalf of Seller (to the extent Seller has not theretofore been reimbursed by its insurance carrier).

§8.02. Condemnation. If after the execution and delivery of this contract and prior to Closing, any proceedings are instituted by any governmental authority which shall relate to the proposed taking of all or any portion of the Premises by eminent domain, or if any such proceedings are pending on the date of execution and delivery of this contract, or if all or any portion of the Premises is taken by eminent domain after the date of this contract and prior to the Closing, Seller shall promptly notify Purchaser in writing no later than two business days after Seller's receipt of any notification or the date of Closing, whichever occurs earlier. Purchaser shall thereafter have the right and option to terminate this contract by giving written notice to Seller and Escrowee within thirty (30) days after receipt by Purchaser of the notice from Seller or on the Closing Date, whichever is earlier. If the Closing Date was scheduled to occur after the institution of such proceeding, the Closing Date shall be deemed adjourned in order that Purchaser shall have its full thirty-day period within which to determine whether to proceed with Closing. If Purchaser timely terminates this contract, Purchaser shall be entitled to receive the Downpayment from Escrowee and this contract shall thereupon be terminated and become void and of no further effect, and neither party hereto shall have any obligations of any nature to the other hereunder or by reason hereof, except for those obligations and liabilities that are expressly stated to survive termination of this contract. If Purchaser does not elect to terminate this contract, the parties hereto shall proceed to the Closing and at the Closing, Seller shall assign to Purchaser all of its right, title and interest in all awards in connection with such

taking and shall pay to Purchaser any award paid to Seller with respect to such taking. Purchaser shall have the right to participate in discussions or proceedings with any governmental authority relating to the proposed taking of any portion of the Premises.

§8.03. The provisions of this Section 8 shall survive the Closing.

Section 9. Covenants of Seller

Seller covenants that between the date of this contract and the Closing:

§9.01. If Purchaser is acquiring the Premises subject to the Existing Mortgage(s), the Existing Mortgage(s) shall not be amended or supplemented. Seller shall pay or make, as and when due and payable, all payments of principal and interest and all deposits required to be paid or made under the Existing Mortgage(s).

§9.02. N/A Service Contract.

§9.03. Seller shall maintain in full force and effect until the Closing the insurance policies described in Schedule G attached hereto.

§9.04. No fixtures, equipment or personal property included in this sale shall be removed from the Premises unless the same are replaced with similar items of at least equal quality prior to the Closing.

§9.05. Seller shall not withdraw, settle or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Premises for any fiscal period in which the Closing is to occur or any subsequent fiscal period without the prior written consent of Purchaser, which consent shall not be unreasonably withheld or delayed.

§9.06. Seller shall allow Purchaser or Purchaser's representatives access to the Premises (provided such access shall not unreasonably interfere with the occupancy of tenants), the Leases and other documents required to be delivered under this contract upon reasonable prior notice at reasonable times.

§9.07. Seller shall operate the Premises in substantially the same manner as the Premises are being operated on the date of this contract.

Section 10. Seller's Closing Obligations

§10.01. At the Closing, Seller shall deliver the following to Purchaser:

(a) A statutory form of bargain and sale deed with covenant against grantor's acts, containing the covenant required by Section 13 of the Lien Law, and properly executed in proper form for recording so as to convey the title required by this contract.

(b) All Leases, assignments of leases, subleases, subordination, nondisturbance and attornment agreements and tenant files and records.

(c) A schedule of all security deposits (and, if the Premises contains six or more family dwelling units, the most recent reports with respect thereto issued by each banking organization in which they are deposited pursuant to GOL §7-103) and a check or credit to Purchaser in the amount of any cash security deposits, including any interest thereon, held by Seller on the Closing Date or, if held by an institutional lender, an assignment to Purchaser and written instructions to the holder of such deposits to transfer the same to Purchaser, and appropriate instruments of transfer or assignment with respect to any security deposits which are other than cash. THERE ARE NO SECURITY DEPOSITS.

(d) N/A (i) If Schedule C provides for the acceptance of title by Purchaser subject to one or more Existing Mortgages, written consent(s) of the Mortgagee(s), if required under §2.03(b), and (ii) certificate(s) executed by the Mortgagee(s) in proper form for recording and certifying (1) the amount of the unpaid principal balance thereof, (2) the maturity date thereof, (3) the interest rate, (4) the last date to which interest has been paid thereon and (5) the amount of any escrow deposits held by the Mortgagee(s). Seller shall pay the fees for recording such certificate(s). Any Mortgagee which is an institutional lender may furnish a letter complying with Section 274-a of the Real Property Law in lieu of such certificate.

(e) n/a.

(f) Purchaser shall obtain all certificates, licenses, permits, authorizations and approvals issued for or with respect to the Premises by governmental and quasi-governmental authorities having jurisdiction.

(g) Such affidavits as Purchaser's title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies, or other returns against persons or entities whose names are the same as or similar to Seller's name, to omit the rights of parties who are no longer in possession and to limit the exception for tenants and occupants to those having "rights as tenants only".

(h) (i) Checks to the order of the appropriate officers or the Title Company in payment of all applicable real property transfer taxes and copies of any required tax returns therefor executed by Seller, which checks shall be certified or official bank checks if required by the taxing authority or the Title Company unless Seller elects to have Purchaser pay any of such taxes and credit Purchaser with the amount thereof, and (ii) a certification of non-foreign status, in form required by the Code Withholding Section, signed under penalty of perjury, and (iii) Form RP-5217 (or, in New York City, Form RP-5217NYC). Seller understands that such certification will be retained by Purchaser and will be made available to the Internal Revenue Service on request.

(i) N/A.

(j) If Seller is a corporation and if required by Section 909 of the Business Corporation Law, a resolution of Seller's board of directors authorizing the sale and delivery of the deed and a certificate executed by the secretary or assistant secretary of Seller certifying as to the adoption of such resolution and setting forth facts showing that

the transfer complies with the requirements of such law and the deed referred to in §10.01(a) shall also contain a recital sufficient to establish compliance with such law. If Seller is a partnership or limited liability company, the written consent of the partners or members to the extent required by the partnership agreement or operating agreement and delivery of a certificate executed by the general partner of any partnership or by the manager (if any) or a member of a limited liability company, attaching true and complete copies of the organizational documents of Seller and affirming that the sale and conveyance of title comply with the requirements of such organizational documents (or of the applicable statute, if any).

(k) removed

(l) removed

(m) Upon request of Purchaser, a bill of sale transferring to Purchaser the Personal Property free and clear of all liens and encumbrances except, if applicable, for the lien of the holder of the Existing Mortgage.

(n) Any other documents required by this contract to be delivered by Seller.

§10.02. N/A

Section 11. Purchaser's Closing Obligations

At the Closing, Purchaser shall:

§11.01. Pay to Seller (and/or to Seller's designee(s) provided Seller shall have given notice to Purchaser of the name(s) of such designee(s) not less than five days prior to Closing) by certified check, or wire transfer immediately available federal funds to Seller (and/or such designee(s)), the portion of the Purchase Price payable at the Closing, as adjusted for apportionments under §12 and any other credits or adjustments provided in this contract.

§11.02. Deliver to Seller the Purchase Money Mortgage, if any, in proper form for recording, the note secured thereby, financing statements covering personal property, fixtures and equipment included in this sale and replacements thereof, all properly executed, and Purchaser shall pay the mortgage recording tax and recording fees for any Purchase Money Mortgage.

§11.03. Deliver to Seller an agreement indemnifying and agreeing to defend Seller against any claims made by tenants with respect to tenants' security deposits to the extent paid, credited or assigned to Purchaser under §10.01(c).

§11.04. Duly complete and sign all required real property transfer tax returns and all tax reports and cause all such returns, reports and checks in payment of such taxes to be delivered to the appropriate officers promptly after the Closing.

§11.05. Deliver to Seller a certificate confirming that the warranties and representations of Purchaser set forth in this contract are true and complete as of the Closing Date (the statements made in such certificate shall be subject to the same limitations on survival as are applicable to Purchaser's representations and warranties under §5).

§11.06. Deliver any other documents required by this contract to be delivered by Purchaser.

Section 12. Apportionments

§12.01. The following apportionments shall be made between the parties at the Closing as of the close of business on the day prior to the Closing Date:

- (a)
- (b) real estate taxes, water charges and sewer rents, if any, on the basis of the fiscal period for which assessed, except that if there is a water meter on the Premises, apportionment at the Closing shall be based on the last available reading, subject to adjustment after the Closing when the next reading is available;
- (c) value of fuel stored on the Premises, at the price then charged by Seller's supplier, including any taxes, as shown on the invoices of Seller's supplier;
- (d) any other items listed in Schedule D, including assessments.

If on the Closing Date the Premises shall be affected by an assessment which is or may become payable in annual installments, all installments allocable to the period following the Closing Date shall be Purchaser's responsibility.

If the Closing shall occur before a new tax rate is fixed, the apportionment of taxes at the Closing shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation. Promptly after the new tax rate is fixed, the apportionment of taxes shall be recomputed. Any discrepancy resulting from such recomputation shall be promptly corrected, which obligation shall survive the Closing.

Any errors or omissions in computing apportionments at Closing shall be promptly corrected, which obligations shall survive the Closing.

Real estate tax refunds, abatements and credits received after the Closing Date which are attributable to the fiscal tax year during which the Closing Date occurs shall be apportioned between Seller and Purchaser, after deducting the expenses of collection thereof, which obligation shall survive the Closing.

Prior to the Closing Date Seller shall use commercially reasonable efforts to obtain readings of all water meters at the Premises within the 30-day period preceding the Closing Date.

Section 13. Objections to Title, Vendee's Lien, Remedies for Purchaser's Default, Procedure on Termination of Contract by Purchaser

§13.01. Purchaser shall promptly order an examination of title and shall cause a copy of the title report to be forwarded to Seller's attorney upon receipt. Seller shall be entitled to a reasonable adjournment or adjournments of the Closing for up to 60 days or, if Purchaser's obligation to close is conditioned on the issuance of a loan commitment, until the expiration date of any written commitment of Purchaser's institutional lender delivered to Purchaser prior to the scheduled date of Closing, whichever occurs first, to remove any defects in or objections to title (other than Permitted Exceptions) noted in such title report and any other defects or objections (other than Permitted Exceptions) which may be disclosed on or prior to the Closing Date.

§13.02. If Seller shall be unable to convey title to the Premises at the Closing in accordance with the provisions of this contract, Purchaser, nevertheless, may elect to accept such title as Seller may be able to convey without any credit against the monies payable at the Closing or liability on the part of Seller. If Purchaser shall not so elect, Purchaser may terminate this contract, which termination shall be subject to the provisions of §13.07. Seller shall not be required to bring any action or proceeding or to incur any expense in excess of the Maximum Expense specified in Schedule D,(\$110) to cure any title defect or to enable Seller otherwise to comply with the provisions of this contract, but the foregoing shall not permit Seller to refuse to pay off at the Closing, to the extent of the monies payable at the Closing, mortgages or other liens on the Premises which can be satisfied or discharged by payment of a sum certain, other than Existing Mortgages.

§13.03. Any unpaid taxes, assessments, water charges and sewer rents, together with the interest and penalties thereon to a date not less than two days following the Closing Date, 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 on the Closing Date 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 a reasonable time 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 otherwise complying with §2.02. If Purchaser's title insurance company is willing to insure both Purchaser and Purchaser's institutional lender, if any, that such charges, liens and encumbrances will not be collected out of or enforced against the Premises, then, unless Purchaser's institutional lender reasonably refuses to accept such insurance in lieu of actual payment and, discharge, Seller shall have the right, in lieu of payment and discharge, to deposit with the title insurance company such funds or assurances or to pay such special or additional premiums as the title insurance company may require in order to so insure. In such case the charges, liens and encumbrances with respect to which the title insurance company has agreed so to insure shall not be considered objections to title.

§13.04. Notwithstanding anything to the contrary contained herein, if Purchaser shall default in the performance of its obligations under this contract, the sole remedy of Seller shall be to retain the Downpayment as liquidated damages for all loss, damage and expense suffered by Seller, including without limitation the loss of its bargain, subject, however, to Seller's rights under §14 and §17.04.

§13.05. If Seller shall willfully default in the performance of its obligations under this contract, Purchaser shall have the right to seek specific performance of such obligations or damages for all loss, damage and expense suffered by Purchaser, including, without limitation, the loss of its bargain, excluding consequential or punitive damages.

§13.06. Purchaser shall have a vendee's lien against the Premises for the amount of the Downpayment and the interest earned thereon, but such lien shall not continue after default by Purchaser beyond any notice and cure period under this contract or after deposit of the Downpayment in court by the Escrowee.

§13.07. If (a) Purchaser shall have grounds under this contract for refusing to consummate the purchase provided for herein, or (b) Purchaser or Seller terminates this contract pursuant to a provision that refers to this Section, the sole liability of Seller shall be to refund the Down payment to Purchaser. (i) the cost of departmental searches. Upon the giving of the termination notice and Seller's refund of the Downpayment, this contract shall be null and void and the parties hereto shall be relieved of all further obligations and liability other than any arising under §14 and §17.04.

Section 14. Broker

§14.01. If a broker is specified in Schedule D, Seller and Purchaser mutually represent and warrant that such broker is the only broker with whom they have dealt in connection with this contract and that neither Seller nor Purchaser knows of any other broker who has claimed or may have the right to claim a commission in connection with this transaction, unless otherwise indicated in Schedule D. The commission of such broker shall be paid pursuant to separate agreement by the party specified in Schedule D. If no broker is specified in Schedule D, the parties acknowledge that this contract was brought about by direct negotiation between Seller and Purchaser and that neither Seller nor Purchaser knows of any broker entitled to a commission in connection with this transaction. Unless otherwise provided in Schedule D, Seller and Purchaser shall indemnify and defend each other against any costs, claims or expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representations, warranties or agreements contained in this paragraph. The representations and obligations under this paragraph shall survive the Closing or, if the Closing does not occur, the termination of this contract.

Section 15. Notices

§15.01. All notices under this contract shall be in writing and shall be delivered personally with receipt acknowledged or shall be sent by (i) prepaid certified mail, or (ii) prepaid nationally recognized overnight courier for next business day delivery with

receipt acknowledged, or (iii) legible facsimile transmission (with copy acknowledged), in each case addressed as set forth in Schedule D or as Seller or Purchaser shall otherwise have given notice as herein provided. Notice sent by certified mail shall be deemed received on the third business day following mailing. Notice sent by overnight courier shall be deemed received on the first business day following delivery to the overnight courier. Notices sent by facsimile transmission shall be deemed received on the date received (or, if the date of receipt is not a business day, on the first business day following date of receipt). Notices under this contract may not be given by e-mail or other electronic system. Any notice under this contract may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

Section 16. Limitations on Survival of Representations, Warranties, Covenants and other Obligations

§16.01. Except as otherwise provided in this contract, no representations, warranties, covenants or other obligations of Seller set forth in this contract shall survive the Closing, and no action based thereon shall be commenced after the Closing.

§16.02. The delivery of the deed by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations of Seller which are expressly stated in this contract to survive the Closing.

Section 17. Due Diligence Period

§17.01. During the period (the "Due Diligence Period") commencing on the date hereof and ending at 5:00 P.M. Eastern Standard Time on the ~~45~~ day following the date hereof, Purchaser shall have the right to have the Premises inspected during reasonable hours, after reasonable notice to Seller, and to obtain the following inspection reports with respect to the Premises, at Purchaser's sole cost and expense:

(a) An inspection and report (the "Environmental Report") from a licensed environmental inspection laboratory or a licensed engineer (the "Inspection Company") with respect to the presence or absence of hazardous or toxic substances or conditions at the Premises including, without limitation, asbestos, mold, polychlorinated biphenyls, petroleum products and those hazardous substances defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. and all amendments thereto, the Superfund Amendments and Reauthorization Act, 42 U.S.C. §9601 et seq., and the rules and regulations promulgated thereunder, New York State Environmental Liability Review Act, New York Environmental Conservation Law (ECL) §§8-0101 et seq., and the New York State Water Pollution Control Act, ECL §§17-0101 et seq. (collectively, "Hazardous Substances"); and

(b) An inspection and report (the "Engineering Report") from a licensed engineer and other appropriate professionals (collectively, the "Engineer") with respect to the structural and general physical condition of the Premises, all mechanical systems and utilities servicing the Premises, curtain walls, roofs, wells, septic and drainage systems,

and compliance with the Americans with Disabilities Act (collectively, "Building Conditions").

§17.02. Purchaser shall cause copies of the Environmental Report and Engineering Report (collectively, the "Reports") to be delivered to Seller prior to the expiration of the Due Diligence Period. Purchaser may elect to cancel this contract, by written notice (the "Termination Notice") to Seller delivered on or before the last day of the Due Diligence Period, if the Environmental Report or the Engineering Report is unacceptable to Purchaser for any reason whatsoever or no reason within the sole discretion of the Purchaser. If Purchaser so elects to terminate this contract, such termination shall be subject to the provisions of §13.07 except that Purchaser shall not be entitled to reimbursement from Seller of any of the costs listed in clauses (i), (ii), or (iii).

§17.03. During the Due Diligence Period, Seller agrees to cooperate in all reasonable respects with Purchaser and agrees to make available to Purchaser and its agents all the books, files and records relating to the Premises which are in the possession or under the control of Seller. Notwithstanding the foregoing and if applicable, Purchaser shall not have the right to conduct a Phase II Environmental Assessment or make any other intrusive tests without Seller's prior written consent, which shall not be unreasonably withheld, delayed or conditioned.

§17.04. Purchaser hereby indemnifies and agrees to defend and hold Seller harmless from all loss, cost (including, without limitation, reasonable attorneys' fees), claim or damage caused by the inspection of the Premises by Purchaser, its agents, consultants or representatives.

§17.05. TIME SHALL BE OF THE ESSENCE WITH RESPECT TO PURCHASER'S ACTIONS PURSUANT TO THIS SECTION 17. If Purchaser shall (i) fail to have the Premises inspected prior to the expiration of the Due Diligence Period, (ii) fail to deliver a copy of the Reports to Seller prior to the expiration of the Due Diligence Period or (iii) fail to give the Termination Notice prior to the expiration of the Due Diligence Period, Purchaser shall be deemed to have waived the right to cancel this contract as provided in §17.02.

Section 18. Miscellaneous Provisions

§18.01. (a) Purchaser shall not assign this contract or its rights hereunder without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. No permitted assignment of Purchaser's rights under this contract shall be effective against Seller unless and until an executed counterpart of the instrument of assignment shall have been delivered to Seller and Seller shall have been furnished with the name and address of the assignee. Notwithstanding the foregoing or anything contained in this contract to the contrary, the Purchaser shall have the absolute right to assign this contract to any business entity owned or controlled by Purchaser or its principals. The term "Purchaser" shall be deemed to include the assignee under any such effective assignment.

(b) Notwithstanding anything to the contrary in §18.01(a), if Seller or Purchaser is or may in the future be under contract with a qualified intermediary for the purpose of effecting a tax-deferred exchange in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended, each party consents to the assignment of this contract to such intermediary. Each party shall cooperate with the other and with the qualified intermediary to accomplish such exchange and shall perform any acts and execute any and all documents reasonably necessary to assist in such exchange, provided that neither party shall be required to accept title to any property other than the Premises, expend any additional amounts of money above those amounts for which it is obligated under this contract or extend the Closing Date, and Seller's time to close under this contract shall not be reduced. Seller and Purchaser shall each defend, indemnify and hold the other harmless from and against expenses, costs and damages of any kind (including reasonable attorneys' fees) suffered by either resulting from the performance of, or failure to perform, any acts of cooperation necessitated by this Section.

§18.02. This contract embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this contract. Neither this contract nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

§18.03. This contract shall be governed by, and construed in accordance with, the law of the State of New York.

§18.04. The captions in this contract are inserted for convenience of reference only and in no way, define, describe or limit the scope or intent of this contract or any of the provisions hereof.

§18.05. This contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

§18.06. This contract shall not be binding or effective until properly executed and delivered by Seller and Purchaser.

§18.07. As used in this contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

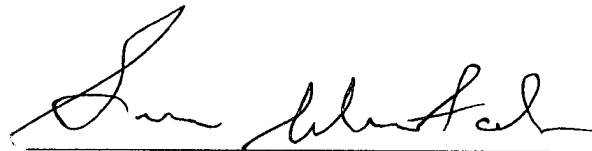
§18.08. If the provisions of any schedule or rider to this contract are inconsistent with the provisions of this contract, the provisions of such schedule or rider shall prevail. Set forth in Schedule D is a list of any and all schedules and riders which are attached hereto but which are not listed in the Table of Contents.

§18.09. This contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be one instrument.

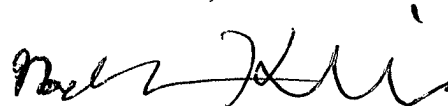
§18.10. For purposes of this contract, an “institutional lender” is a bank, savings bank, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of the State of New York, the United States or any other state; a foreign banking corporation licensed by the Superintendent of Banks of New York or the Comptroller of the Currency to transact business in New York State; a mortgage banker licensed pursuant to Article 12-D of the Banking Law; any instrumentality created by the United States or any state with the power to make mortgage loans; an insurance company, pension fund, annuity company, pension plan or pension advisory firm, a mutual fund, a real estate investment trust, a real estate mortgage investment conduit (“REMIC”) or similar vehicle, so long as the mortgage held by the REMIC or similar vehicle is serviced by an entity that is a rated servicer, and an investment bank.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

Seller: SUFFERN INTERNATIONAL
EQUITIES, INC. By:



Purchaser: TWG FABRICS, INC. By:
NORMAN KLEIN, OFFICER



Receipt by Escrowee

The undersigned Escrowee hereby acknowledges receipt of \$100,000.00, by check subject to collection, to be held in escrow at the Chase Bank, Airmont Rd. Airmont, NY.

Barry Traub, Escrow Agent

Schedule A

DESCRIPTION OF PREMISES

(to be attached separately and to include tax map designation)

See schedule "A" attached

Sec. 54 Block 1 Lot 37

Schedule B

PERMITTED EXCEPTIONS

1. Zoning and subdivision laws, regulations and ordinances and landmark, historic or wetlands designations, which are not violated by the existing structures or present use thereof.
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. If Schedule C provides for the acceptance of title by Purchaser subject to one or more Existing Mortgage(s), the Existing Mortgage(s) and financing statements, assignments of leases and other agreements ancillary thereto.
4. Leases and Tenancies specified in the Rent Schedule and any new leases, tenancies, occupancy agreements and licenses not prohibited by this contract.
5. Unpaid installments of assessments not due and payable on or before the Closing Date; and real estate taxes that are a lien but are not yet due and payable.
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 Tenants.
7. 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 or interferes with the existing use of the Premises or the following proposed use of the Premises as a retail shopping center.
8. 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.
9. Revocability or lack of right to maintain vaults, coal chutes, excavations or sub-surface equipment beyond the line of the Premises.
10. N/A Any state of facts that an accurate survey would disclose, provided that such facts do not render title uninsurable without additional premium or charge or is a Permitted Exception. For the purposes of this contract, none of the facts shown on the survey, if any, identified below shall be deemed to render title uninsurable or unmarketable, and Purchaser shall accept title subject thereto: N/A

Schedule C

PURCHASE PRICE

The Purchase Price shall be paid as follows:

(a)	By check subject to collection, the receipt of which is hereby acknowledged by Seller (the Downpayment):	\$ 100,000.00
(b)	By check or checks delivered or wire transfers of federal funds to Seller or Seller's designee(s) or the holder of any Existing Mortgage being assigned pursuant to §2.04 at the Closing in accordance with the provisions of §2.02:	\$ 1,100,000.00
(c)	By acceptance of title subject to the following Existing Mortgage(s): <u> N/A </u>	\$
(d)	By execution and delivery to Seller by Purchaser or its assignee of a note secured by a Purchase Money Mortgage on the Premises: N/A	\$
(e)	Total Purchase Price:	\$ 1,200,000.00

Schedule D

MISCELLANEOUS

1. Address of Premises: 1027 Route 17M, Blooming Grove, N.Y. 10950
2. Title insurer designated by Purchaser (§1.02): Lawyers Title Insurance Corporation
- 3.
- 4.
5. Seller's tax identification number:
6. Purchaser's tax identification number:
7. Scheduled time and date of Closing: July 31, 2017
8. Place of Closing: OFFICE OF THE SELLERS ATTORNEY OR LENDING INSTITUTION PROVIDED LENDER HAS AN OFFICE IN THE COUNTY OF ROCKLAND. Closing outside the County of Rockland shall permit Sellers attorney to collect a travel fee in the amount of \$500.00 payable by Purchaser.
9. Assessed valuation of Premises

Actual Assessment: \$279,000.

Transition Assessment:
10. Fiscal year and annual real estate taxes on Premises
11. Tax abatements or exemptions affecting Premises
12. Assessments on Premises
13. Maximum Amount which Seller must spend to cure violations, etc. \$00.00
14. Maximum Expense of Seller to cure title defects, etc. \$00.00
15. Broker, if any: Preferred Properties Real Estate Inc.
16. Party to pay broker's commission: seller
17. Address for notices

If to Seller:
18. Ms. Sima Weintraub, 14 Cloverdale Lane, Monsey, N.Y. 10952

with a copy to Seller's attorney: Barry Traub Esq. 292 Spook Rock Rd., Suffern,
N.Y 10901

| If to Purchaser: Norman Klein, TWG Fabrics, Inc., 115 Wisner Ave. Middletown,
N.Y. 10940.

| with a copy to Purchaser's attorney: Ronald S. Kossar, Esq., 402 East Main St.,
P.O. Box 548, Middletown, N.Y. 10940

19. Additional Schedules or Riders : None

CERTIFICATE OF OCCUPANCY

To be obtained by Purchaser if any exists.



ORANGE COUNTY - STATE OF NEW YORK
ANN G. RABBITT, COUNTY CLERK
255 MAIN STREET
GOSHEN, NEW YORK 10924

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



BOOK/PAGE: 14064 / 808
INSTRUMENT #: 20160039044

Receipt#: 2145552
Clerk: LM
Rec Date: 06/15/2016 02:53:40 PM
Doc Grp: D
Descrip: DEED
Num Pgs: 4
Rec'd Frm: CASH

Party1: ORANGE COUNTY DEPT OF FINANCE
Party2: ORANGE COUNTY
Town: BLOOMING GROVE (TN)
54-1-37

Recording:	
Recording Fee	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00
TP584	0.00
RP5217 All others - State	0.00
RP5217 - County	0.00
Sub Total:	0.00
Transfer Tax	
Transfer Tax - State	0.00
Sub Total:	0.00
Total:	0.00
**** NOTICE: THIS IS NOT A BILL ****	
***** Transfer Tax *****	
Transfer Tax #: 8496	
Exempt	
Consideration: 0.00	
Total:	0.00

Payment Type: Check ___
Cash ___
Charge ___
No Fee ___

Comment: _____

Ann G. Rabbitt
Orange County Clerk

Record and Return To:

ORANGE COUNTY COMMISSIONER OF FINANC
255 MAIN ST
GOSHEN, NY 10924

DEED

THIS INDENTURE, made the 3rd of June 2016 between KARIN E HABLOW Commissioner of the Orange County Department of Finance, 255 Main Street, Goshen, NY, and Enforcement Officer of the County of Orange party of the first part.

COUNTY OF ORANGE, a municipal corporation with offices at 255 Main Street, Goshen, County of Orange, State of New York, party of the second part

WITNESSETH

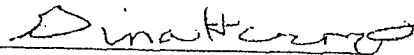
THAT, WHEREAS, The County of Orange commenced a proceeding in Supreme Court, Orange County, (Index Number 2015-9132) to foreclose certain tax liens on properties located in the County of Orange, pursuant to Article 11 of the Real Property Tax Law of the State of New York and the final Judgment having been signed by the Honorable Maria S Vazquez-Doles Supreme Court Justice on May 9th, 2016 and the Enforcement Officer having been granted by said Judgment the power to execute a deed to the County of Orange concerning the properties which were the subject of said action, except those which were excepted by said Judgment

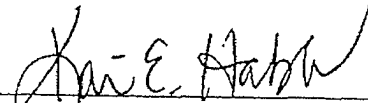
NOW, THEREFORE, pursuant to the terms of said Judgment, the Enforcement Officer hereby conveys and transfers to the County of Orange, full and complete title, in fee simple absolute, to the following described premises, together with the building and improvements as the same are described in the records of the County Clerk

<u>TOWN</u>	<u>PROPERTY ADDRESS</u>	<u>OWNER</u>	<u>TAX MAP NO. SEC. BLOCK LOT</u>
Blooming Grove	1027 Rte 17M	1025 Rte 17M, LLC	54-1-37

IN PRESENCE OF:

COUNTY OF ORANGE


Gina Homek
30 Matthews Street – Suite 102
Goshen, NY 10924


KARIN E HABLOW
COMMISSIONER OF FINANCE

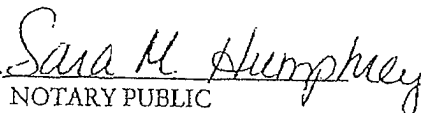
STATE OF NEW YORK:

SS:

COUNTY OF ORANGE:

On the 13 day of June in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared, Karin E Hablow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SARA M. HUMPHREY
Notary Public, State of New York
No. 04196334344
Qualified in Orange County
Commission Expires Dec. 14, 2019


NOTARY PUBLIC

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Foreclosure of Tax
Liens by Proceeding In Rem pursuant to
Article Eleven of the Real Property Tax
Law by the COUNTY OF ORANGE,

 ORIGINAL

ORDER AND JUDGMENT

Petitioner,

-against-

Index No. 2015-9132

1025 RTE 17M, LLC,

Hon. Maria S. Vazquez-Doles

Respondent.
-----X

Petitioner County of Orange, having moved for Judgment pursuant to Real Property Tax Law Section 1136(2), in the proceeding with the above Index Number, and said Motion having come on to be heard on April 1, 2016,

NOW, upon reading and filing the Notice of Motion dated January 5, 2016, the Affirmation of Matthew J. Nothnagle, dated January 5, 2016, the Affidavit of Kathlee A. DeRose, sworn to on the 5th day of January, 2016, the Affidavit of John I. McCarey, sworn to the 5th day of January, 2016, and the exhibits attached thereto, and the Memorandum of Law dated January 5, 2016, all submitted in favor of the Motion, and no opposition having been submitted to the Motion, and upon the proceedings had herein, upon due deliberation by this Court, and the Court having issued an Order dated April 1, 2016, granting the Motion, it is hereby

ORDERED, ADJUDGED AND DECREED that Petitioner County of Orange's Motion for Judgment pursuant to Real Property Tax Law Section 1136(2) be and the same hereby is granted; and it is further

ORDERED, ADJUDGED AND DECREED that the Answer of Respondent, 1025 Rte

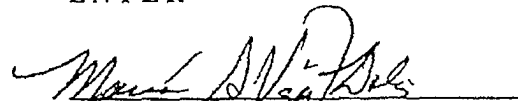
17M, LLC, be and the same is hereby stricken; and it is further

ORDERED, ADJUDGED AND DECREED, as follows:

1. The County of Orange is awarded possession of the parcel of real property described in the relevant tax map as Town of Blooming Grove, Orange County, Section 54, Block 1, Lot 37, and the Commissioner of Finance of the County of Orange, State of New York is hereby directed to prepare, execute and cause to be recorded a Deed conveying to the said County of Orange, New York, full and complete title to the said parcel of real estate in fee simple absolute.

2. Upon the executing and recording of the Deed hereinbefore directed, the County of Orange shall be seized of an estate in fee simple absolute in said parcel of real property, together with the buildings thereon, and all persons, including the People of the State of New York, infants, incompetents, absentees, and non-residents, who may have had any right, title, interest, claim, lien or equity of redemption in or upon such land and buildings, shall be barred and forever foreclosed from all such right, title, interest, claim, lien or equity of redemption.

ENTER


Honorable Maria S. Vazquez-Doles
Supreme Court Justice

Dated: May 9th, 2016
Goshen, New York