

attorney's trustee check in lieu of other funds, BUYER agrees that no stop payment order or direction will be issued with respect to such check(s). This provision shall survive the closing.

It is specifically understood and agreed that at closing, BUYER shall tender to SELLER wired funds, or cashier's check(s) or bank, treasurer's or certified check(s) payable to SELLER'S attorney as trustee for SELLER, for the balance of the purchase price due at closing as set forth in this Agreement less the amounts of all mortgage payoffs. Additionally, BUYER'S attorney shall tender to SELLER separate cashier's, bank treasurer's certified check(s) for payoff of SELLER'S mortgage obligations.

At least one (1) business day before closing, for each mortgage payoff SELLER shall provide BUYER's attorney with written directions stating the name of payee and the total amount of payoff together with a copy of the associated payoff statement(s). SELLER shall calculate the total payoff amount to include applicable per diems, late charges, etc. and shall be in an amount sufficient to pay the mortgage in full. SELLER shall be responsible to prepare the mortgage payoff package(s) and transmittal(s). Immediately after closing, SELLER'S attorney shall wire or hand deliver or send via overnight carrier the payoff funds and package to the lender(s).

3. **DEED.** The SELLER, on receiving the total purchase price, shall, at the SELLER's cost and expense, execute, acknowledge, and deliver to the BUYER, or BUYER's permitted assigns, the usual Connecticut full covenant Warranty Deed (or appropriate Fiduciary's Deed) in proper form, to convey to the BUYER, or BUYER's permitted assigns, the fee simple of the Premises, free of all encumbrances except as hereinafter provided. The SELLER shall thereupon pay all real estate conveyance taxes and shall complete and deliver to the BUYER the conveyance tax forms.

4. **CLOSING.** The deed shall be delivered at the offices of **Ferguson Cohen , LLP, 25 Field Point Road, Greenwich, Connecticut 06830**, or at such place in Fairfield County, Connecticut, as may be designated by BUYER's lending institution on or about 30 days form the date hereof **at 10:00 a.m.** or sooner by mutual agreement of the parties hereto.

5. **FIXTURES.** (a) Included in this sale, for the aforesaid purchase price, are the following items, all of which items the SELLER represents are owned by SELLER, not leased, and free from security interests, liens, and other encumbrances, insofar as any of them were located on the Premises at the time of BUYER'S inspection: heating, cooling, electrical and plumbing systems and fixtures, electric light fixtures, installed wall to wall carpeting, security system, stove, storm windows and doors, screens and screen doors, window shades, venetian blinds, curtain rods, awnings, exterior television antennae, any affixed satellite dish(es), weathervanes, mail box(es), all pool equipment, garage door openers with remotes, and existing plants and shrubbery, together with **existing kitchen appliances, washer and dryer, if any.**

(b) Specifically **excluded** from the sale are: **none.**

(c) Except as otherwise set forth herein, if any fixtures are leased, SELLER shall provide the name and contact information of the lessor as soon as possible, but not later the two (2) business days before the closing of title. The following fixtures are leased: **none.**

6. **TITLE.** (a) If, upon the date for the delivery of the deed as hereinafter provided, the SELLER shall be unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to the Premises, subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, then the SELLER shall be allowed a reasonable postponement of closing not to exceed thirty (30) calendar days, or such shorter time as may be within the term of the BUYER's mortgage commitment, within which to perfect title. If at the end of said time the SELLER is still unable to deliver or cause to be delivered a deed or deeds conveying a good and marketable title to said Premises, subject as aforesaid, then the BUYER (i) may elect to accept such title as the SELLER can convey, without modification of the purchase price, or (ii) may reject such title. Upon such rejection, all sums paid on account hereof, together with any nonrefundable expenses actually incurred by the BUYER in the aggregate not to exceed the cost of an A.L.T.A. Homeowner's Policy (or the equivalent thereof) based on the amount of the purchase price shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder. SELLER shall be entitled to require BUYER to provide reasonable proof of payment of said expenses.

(b) The title herein required to be furnished by the SELLER shall be marketable, subject only to the items set forth in Schedule A and Paragraph 6(e) hereof, and the marketability thereof shall be determined in accordance with the Connecticut General Statutes and the Connecticut Standards of Title of the Connecticut Bar Association. Any and all defects in or encumbrances against the title which come within the scope of said General Statutes and/or Connecticut Standards of Title shall not constitute valid objections on the part of the BUYER, if such Statutes or the Connecticut Standards of Title do not so provide, and provided the SELLER furnishes any affidavits or other instruments which may be required by the applicable Statutes or Connecticut Standards of Title, and further provided title will be insurable at standard premiums by a title insurance company licensed in the State of Connecticut. Where the Statutes and Connecticut Standards of Title conflict or are found to be inconsistent, the Connecticut General Statutes shall control.

(c) The SELLER represents that the Premises and the present use thereof are not in violation of any governmental rules, codes, permits, regulations or limitations, unless same have become legally nonconforming, and there are no violations of any enforceable restrictive covenant, agreement or condition subject to which title to the Premises is to be conveyed in accordance with the terms hereof. Between the date of this Agreement and the date of closing, the SELLER will not do anything or allow anything to be done on or about the Premises which will result in any such violation. The SELLER represents that SELLER has not received any notice of zoning or building violations and that there has been no attempt to enforce same against the SELLER during the time in which the SELLER has owned the Premises. SELLER represents that SELLER has no knowledge of any special assessments levied or to be levied against the Premises which are not yet a lien on the Premises and has no knowledge of any existing improvements or work done on the Premises which may result in special taxes or assessments to be paid thereon.

(d) Notwithstanding anything to the contrary contained in this Agreement or any riders attached hereto, in the event the SELLER after due diligence cannot obtain a release for any existing mortgage on the Premises at the time of the closing of title from the holder of said mortgage, or any assignee thereof, either because said holder will not release the mortgage without first receiving payment or because the holder has delayed in sending the attorney for the SELLER the release of mortgage, then BUYER and

SELLER agree to close title notwithstanding the absence of the release of mortgage, provided the attorney for the SELLER furnishes the attorney for the BUYER, at the closing, with the written payoff statement and a copy of the payoff check evidencing that payment of the unreleased mortgage is to be made in full at the time of the closing, and with an undertaking to make said payment in accordance with said payoff statement, and further provided the BUYER's Title Insurance Company will issue a fee policy at no additional premium which takes no exception for said mortgage or mortgages or which provides affirmative coverage against loss or damage by reason of said unreleased mortgage or mortgages. SELLER shall exercise due diligence to obtain any such release or releases and will upon receipt thereof immediately record the same and forward a copy or copies thereof to BUYER's attorney with recording information. If SELLER has not obtained such release within sixty (60) calendar days after closing, he shall give to BUYER's attorney the affidavit provided for in Connecticut General Statutes Section 49-8(a), as amended, together with the necessary recording fee. This provision shall survive the closing.

(e) The Premises will be conveyed to and accepted by the BUYER subject to:

(i) Any and all zoning and/or building restrictions, limitations, regulations, ordinances, and/or laws; any and all building lines; and all other restrictions, limitations, regulations, ordinances and/or laws imposed by any governmental authority and any and all other provisions of any governmental restrictions, limitations, regulations, ordinances and/or public laws, provided the Premises are not in violation of same at the time of closing.

(ii) Real Property Taxes on the Current Grand List and any and all existing tax payments, municipal liens and assessments, coming due on or after the date of closing; the BUYER shall by acceptance of the deed assume and agree to pay, any and all such tax payments, liens and assessments which may on or after the date hereof be assessed, levied against or become a lien on the Premises.

(iii) Any state of facts which a survey and/or physical inspection of the Premises might reveal, provided same do not render title unmarketable as determined under Paragraph 6(b) hereof (such exception is for purposes of this Agreement only and shall not be included in the deed, unless it was in the deed which SELLER received upon purchasing the property).

(iv) Common law, riparian or littoral rights of others and/or other rights, if any, in and to any natural watercourse or body of water flowing through or adjoining the Premises, and all statutory and other rights of others in and to any such watercourse or body of water.

(v) Unless otherwise specifically agreed between the parties in writing, any municipal assessment other than taxes (such as for sewers and the like) shall be paid on a current basis by the SELLER and the balance assumed by the BUYER at closing.

(vi) Such encumbrances as shown on Schedule A, if any.

7. **LIEN.** All sums paid on account of this Agreement and the reasonable expenses as set forth in Paragraph 6 or 11 hereof are hereby made liens on the Premises, but such liens shall not continue after default by the BUYER under this Agreement.

8. **CONDITION OF PREMISES [THIS AGREEMENT IS NOT SUBJECT TO ANY INSPECTION CONTINGENCIES].** The BUYER agrees that he has inspected said Premises, is satisfied with the physical condition thereof and agrees to accept at closing the Premises in their present condition, subject to the provisions of Paragraph 11 hereof. SELLER represents that all appliances and systems on the Premises (including the furnace, heating and air conditioning systems and any appliances included in the sale) are in working order and will be in the same condition at the time of closing as they are on the date of this Agreement. Neither SELLER nor SELLER's agents have made any representations or warranties as to said Premises on which BUYER has relied other than as expressly set forth in this Agreement. The SELLER agrees that the condition of the Premises shall be the same on the date of closing of title as of the date hereof, subject to the provisions of Paragraph 11 hereof.

9. **BROKER(S).** ~~The parties hereto agree that _____ are the broker(s) who negotiated the sale of the Premises, and the SELLER agrees to pay the commission for such services pursuant to separate agreement. This Agreement is consummated by the SELLER in reliance on the representation of the BUYER that no other broker or agent brought the Premises to the BUYER's attention or was, in any way, a procuring cause of this sale and purchase. The SELLER represents to the BUYER that no other broker or agent has any exclusive sale or exclusive agency listing on the Premises. The parties hereto (jointly and severally, if more than one) hereby agrees to indemnify and hold each other harmless against any liability by reason of the claim of any other broker or agent for a commission on account of this sale, provided that it is adjudged by a court of competent jurisdiction that a commission is due by reason of such other broker or agent being the procuring cause of this sale, said indemnity to include all costs of defending any such claim, including reasonable attorney's fees. In the event of any such claim, the party having notice of such claim shall promptly notify the party without notice of same who shall have the right, but not the obligation, to assume the defense of such claim. The provisions of this paragraph shall survive the closing.~~ **SEE ATTACHED RIDER TO CONTRACT OF SALE.**

10. **APPORTIONMENT.** Real estate taxes, ~~fire district taxes,~~ sewer taxes, sewer assessments and sewer use charges or other municipal assessments, water charges, ~~rents, service contracts,~~ dues and ordinary assessments of private associations, and common charges, if any, together with interest thereon, if any, shall be apportioned over the fiscal period for which levied. BUYER shall reimburse SELLER at closing for any fuel remaining on the Premises at then market rates. All adjustments shall be apportioned in accordance with the custom of the Bar Association of the community where the Premises are located based upon a 365 day year and the actual number of days in the month in which the closing occurs. Condominium special assessments due and payable prior to closing shall be SELLER's responsibility. Any errors or omissions in computing apportionment or other adjustments at closing shall be corrected within a reasonable time following the closing, not to exceed six (6) months.

11. **RISK OF LOSS.** The risk of loss or damage by fire or other casualty to the buildings on the Premises until the time of the delivery of the deed is assumed by the SELLER. Throughout the period between the date of this Agreement and the delivery of the deed, SELLER shall continue to carry his existing fire and extended coverage insurance on the buildings on the Premises. In the event that such loss or damage does occur prior to the delivery of the deed, the SELLER shall be allowed a reasonable time thereafter, not to exceed thirty (30) calendar days from such loss or damage or such shorter time as may be within the term of BUYER's mortgage commitment, within which to repair or replace such loss or damage to BUYER's reasonable satisfaction. In the event the SELLER does not repair or replace such loss or damage to BUYER's reasonable satisfaction within said time, the BUYER shall have the option:

(a) of terminating this Agreement, in which event all sums paid on account hereof, together with any nonrefundable expenses actually incurred by the BUYER in the aggregate not to exceed the cost of an A.L.T.A. Homeowner's Policy (or the equivalent thereof) based on the amount of the purchase price shall be paid to the BUYER without interest thereon. Upon receipt of such payment, this Agreement shall terminate and the parties hereto shall be released and discharged from all further claims and obligations hereunder. SELLER shall be entitled to require BUYER to provide reasonable proof of payment of said expenses; or

(b) of accepting a deed conveying the Premises in accordance with all the other provisions of this Agreement upon payment of the aforesaid purchase price and of receiving an assignment of all insurance moneys recovered or to be recovered on account of such loss or damage, to the extent they are attributable to loss or damage to any property included in this sale together with the amount of the deductible withheld from payment, less the amount of any moneys actually expended by the SELLER on said repairs.

The SELLER shall not be responsible for loss or damage to trees or other plantings due to natural causes.

12. **AFFIDAVITS.** The SELLER agrees to execute, at the time of closing of title,

(a) an affidavit, (i) verifying the non-existence of mechanics' and materialmen's lien rights, (ii) verifying the non-existence of any tenants' rights, other than as set forth herein, (iii) verifying the non-existence of any security interests in personal property and fixtures being sold with the Premises, and (iv) updating to the extent of SELLER's knowledge, any available survey, together with any other affidavit reasonably requested by the BUYER's lender or title company as to facts within SELLER's knowledge; and

(b) affirming that SELLER is not a "foreign person" pursuant to Internal Revenue Code Section 1445 and, if SELLER is unable to provide an affidavit affirming same, the parties agree to comply with all applicable laws including all relevant provisions under Internal Revenue Code §1445, et. seq., as amended..

13. **MAINTENANCE.** The grounds shall be maintained by the **Seller** between the date of BUYER's signing hereof and the closing of title, including the mowing of lawns, the raking of fallen leaves, the removal of fallen trees and large branches (except in uncultivated areas), and the removal of snow and ice from walks and driveways. In the event there is a pool that has been opened prior to the closing, SELLER shall continue to perform normal maintenance of same.

14. **DELIVERY OF PREMISES.** The SELLER agrees to deliver, simultaneously with the closing of title, exclusive possession of the Premises (except as may be otherwise provided herein), broom-clean, free of all debris, litter and furnishings and shall deliver all keys, garage door openers (if any), and alarm codes (if applicable) in SELLER's possession to the BUYER. BUYER shall have the right to make a final inspection of the Premises prior to the closing of title.

15. **LIABILITY FOR DELAYED CLOSING.** In the event of a delay in closing as set forth herein, other than as provided for under the provisions of this Agreement, through no fault of the SELLER, beyond **FIVE (5)** business days, then the BUYER will reimburse the SELLER from the **SIXTH**

(6th) business day to the day of actual closing of title for the SELLER's carrying costs of said property, including taxes, mortgage interest, utilities and per diem interest on SELLER's equity in the Premises, which amount shall be calculated at the rate of 1/30th of 1% of the purchase price for each day of delay from the **FIFTH (5th)** business day up to the actual date of closing. Further, in the event of a delay in the closing by more than **SIXTH (6th)** business days, through no fault of the BUYER, SELLER shall reimburse BUYER for carrying costs for temporary housing, temporary storage of personal property, living expenses and other miscellaneous expenses at the same per diem rate of 1/30th of 1% of the purchase price for each day of delay from the **SIXTH (6th)** business day up to the actual date of closing. [For example, the per diem cost of a \$450,000 transaction would be \$150 per day.]

16. **DEFAULT.** If BUYER is in material default hereunder, or, on or before the date of closing as set forth herein, indicates that BUYER is unable or unwilling to perform and SELLER stands ready to perform SELLER's obligations, SELLER's sole and exclusive remedy shall be the right to terminate this Agreement by written notice to BUYER or BUYER's attorney and retain the down payment as reasonable liquidated damages for BUYER's inability or unwillingness to perform. It is the intention of the parties hereto freely to make advance provision on the date of this Agreement for such event in order (a) to avoid controversy, delay and expense, and (b) to specify now a reasonable amount agreeable to both for compensation to the SELLER for losses which may not be readily ascertainable or quantifiable, such as any of the following which might be necessary to place SELLER in the position SELLER would have been in had BUYER made timely performance: costs of carrying, maintaining, insuring and protecting the property; loss of interest income on the proceeds; loss of optimum market time, value and conditions; the uncertainty, delay, expense and inconvenience of finding a substitute buyer; additional commissions, fees, taxes and borrowing expenses to meet obligations entered into in anticipation of performance. In such event and upon SELLER's written notice of termination, the Premises shall be free of any claims or interest of the BUYER therein by virtue of this Agreement. In no event shall the closing, or any extension thereof, take place later than twenty-one (21) calendar days from the date of closing set forth in Paragraph 4 hereof, subject to the provisions of Paragraphs 6 and 11. In the event closing has not taken place by the end of said twenty-one (21) day period, through no fault of the non-delaying party, the delaying party shall be deemed in default. If SELLER defaults hereunder, BUYER shall have such remedies as BUYER shall be entitled to at law or in equity, including, but not limited to, specific performance.

The foregoing notwithstanding, a delay in the closing through no fault of the BUYER which results in either the loss of the BUYER'S mortgage commitment or an adverse change in the terms of such commitment shall entitle BUYER to rescind this Agreement and the SELLER shall forthwith refund all sums heretofore paid by the BUYER on account of the purchase price, whereupon all rights and liabilities of the parties hereto by reason of this Agreement shall terminate.

~~17. **MORTGAGE CONTINGENCY.** This Agreement is contingent upon BUYER obtaining a written commitment for a loan without any condition(s) beyond BUYER'S reasonable ability to satisfy, to be secured by a first mortgage on the Premises, in such an amount for which BUYER shall apply which shall not be in excess of 80% of sale price from a lending institution or licensed mortgage broker, which loan shall be for a term of 30 years and shall bear interest at a rate then in effect at the institution where~~

~~application is made and shall include such other terms and conditions as are imposed by such institution at the time BUYER makes such application. BUYER agrees to make prompt application for such a loan and to pursue said application with diligence. If having done so, BUYER is unable to obtain a written commitment for such a loan on or before _____, and if BUYER so notifies SELLER or SELLER's attorney, in writing, at or before 5:00 p.m., on said date, then this Agreement shall be null and void and the BUYER shall be entitled to the immediate return by SELLER of all sums paid by the BUYER on account of this Agreement except for the sum of Four Hundred Fifty (\$450.00) Dollars towards the cost of preparation of this Agreement. If SELLER or SELLER's attorney does not receive such written notice at or before 5:00 p.m. on said date, this Agreement shall remain in full force and effect. The foregoing notwithstanding, a denial of BUYER's mortgage application based upon the BUYER's inability to sell other real estate or another home, or a written commitment conditioned on the sale of other real estate or another home, shall NOT be deemed a denial of such mortgage application under this paragraph. In either of such events the BUYER shall not be entitled to terminate this Agreement nor be entitled to the return of any sums paid by the BUYER on account of this Agreement. Should the BUYER fail to comply with the foregoing requirements, this Agreement shall continue in full force and effect, and the rights and obligations of the parties shall be as if this paragraph did not appear in this Agreement. -NA.~~

18. PROPERTY CONDITION DISCLOSURE FORM. Attached hereto as a Rider is the Property Condition Disclosure Form required by Section 20-327b of the Connecticut General Statutes. In the event the SELLER has not furnished BUYER with the Property Disclosure Form, if required by Section 20-327b of the Connecticut General Statutes, with or prior to the BUYER's execution of this Agreement, the SELLER shall give and the BUYER shall receive a credit of \$500.00 against the purchase price at closing.

19. LEAD-BASED PAINT. By signing this contract, BUYER acknowledges that the lead paint contingency granted pursuant to 42 USC 4852d as set forth in the Lead Paint Disclosure report attached to this Agreement has been waived or has been satisfied, and that the BUYER has no further testing period for lead paint.

20. DELIVERY OF DOCUMENTS. The SELLER shall deliver to the BUYER prior to closing any documents, informational materials, building plans and any surveys in the SELLER's possession pertaining to the Premises, the appliances and the systems on or within the Premises.

21. NOTICES. All notices under this Agreement shall be in writing and shall be delivered personally and receipted or shall be sent by facsimile transmission or registered or certified mail or by overnight courier, addressed to the attorney for the respective party. Notice signed by the respective attorneys shall be deemed sufficient within the meaning of this paragraph without the signature of the parties themselves.

Notices to the SELLER shall be sent to:

Daniel Walsh, Esq.
Ferguson Cohen LLP
25 Field Point Road
Greenwich, Connecticut 06830
Phone (203) 661-5222
Fax (203) 661-1197
E-mail: dwalsh@fercolaw.com

Notices to the BUYER shall be sent to:

Phone:

Fax:

E-mail:

22. **RIGHT TO WITHDRAW.** This Agreement shall not be considered or construed as an offer by the SELLER. The SELLER reserves the right to withdraw this proposed Agreement at any time prior to the signature by both parties hereto, receipt by the SELLER's attorney of the full payment of the deposit set forth herein, and delivery of a fully executed Agreement to the BUYER's Attorney.

23. **ASSIGNMENT.** This Agreement and BUYER'S rights hereunder may not be assigned by BUYER without the written consent of SELLER, and any purported assignment without such written consent shall be void and of no effect. Consent of the SELLER to assignment shall not unreasonably be withheld or delayed. Upon any effective assignment of BUYER's rights hereunder, BUYER and BUYER's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by SELLER.

24. **IRS REPORTING COMPLIANCE.** Unless otherwise required by law or as set forth in a separate designation agreement, BUYER shall cause BUYER's attorney to comply with any reporting requirements of the Internal Revenue Service as to this transaction. The provisions of this paragraph shall survive the closing.

25. **ACCEPTANCE OF DEED.** The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with this transaction, except as may herein be expressly provided and except for the warranties of title.

26. **REPRESENTATIONS.** Unless otherwise specified in writing to the contrary, none of the representations made in this Agreement including all Attachments shall survive delivery of the deed and all representations by SELLER are made to the best of SELLER's knowledge and belief and without duty of inquiry. Seller shall have an affirmative obligation to notify Buyer if any of these representations are no longer true. Except in the event of an intentional misrepresentation, if BUYER discovers prior to the closing of title any material representation contained in this Agreement including all Attachments to be untrue or inaccurate, the remedy of the parties shall be those available to them in the event of a valid defect in or objection to title, as set forth in paragraph 6(a), above. In the event of an intentional misrepresentation, Buyer shall have available all rights in either law or equity.

27. **SELLER'S REPRESENTATIONS REGARDING BANKRUPTCY.** Seller represents that they are not presently, nor have they been, debtors in a bankruptcy proceeding in which the Bankruptcy Court has continuing jurisdiction presently over their assets. The Seller further represents that the real estate, subject of this transaction, is not in the hands of a receiver or other liquidating agent. These representations shall survive the closing of title.

28. **EFFECT.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the respective parties.

29. **COSTS OF ENFORCEMENT.** Except as otherwise expressly provided herein, in the event of any litigation brought to enforce any material provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the other party.

30. **GENDER.** In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within Agreement may require.

31. **COUNTERPARTS / FACSIMILE / ELECTRONIC MAIL.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The Parties hereto agree that this Agreement may be transmitted between them or their respective attorneys by facsimile **or other form of electronic transfer**. The Parties intend that faxed signatures **or other form of electronic transfer** constitute original signatures and that an Agreement containing the signatures (original or facsimile **or other form of electronic transfer**) of all the parties is binding on the parties once sent via facsimile or via electronic mail to the opposing counsel.

32. **ENTIRE AGREEMENT.** All prior understandings, agreements, representations and warranties, oral and written, between SELLER and BUYER are merged in this Agreement. This Agreement completely expresses the agreement of the parties, and has been entered into by the parties after discussion with their respective attorneys and after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this Agreement. Neither this Agreement nor any provision hereof may be waived, changed or cancelled except by a written instrument signed by both parties.

33. **CAPTIONS.** The captions preceding the paragraphs in this Agreement are for ease of reference only and shall be deemed to have no effect whatsoever on the meaning or construction of the provisions of this Agreement.

34. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

35. **ALTERATION OF STANDARD FORM.** The Buyer and Seller acknowledge that this is the current Residential Real Estate Sales Agreement as shown on the Fairfield County Bar Association website and agree all deviations and changes made by either the SELLER's or BUYER's attorney must be clearly marked in bold, underline, large font, typeface, handwritten or otherwise highlighted to indicate the change(s). Should a change be made without clear marking or delineation, such provision shall be deemed not to be a part of this Agreement for any purpose, and shall be replaced with the provision of the Current Standard Form that has been changed or eliminated. Any eliminated sections of the Standard Form shall also be deemed to be a part of this Agreement unless a reference to its deletion clearly marked

as defined herein or described in a separate cover letter. Addenda, exhibits and riders to this Agreement are not subject to the requirements of this paragraph.

36. **CLOSING CUSTOMS.** The Buyer and Seller agree to follow the procedures contained in the Closing Customs of the Fairfield County Bar Association (effective May 9, 2007). However, these Closing Customs may be superseded by the written agreement of the Buyer and Seller.

37. Except for the closing date, all other dates shall be deemed to be of the essence.

38. Pursuant to Connecticut General Statutes §20-327f, the Seller hereby notifies the Buyer that a list of hazardous waste facilities, as defined in Connecticut General Statutes §22a-134f, may be obtained and/or reviewed at the Town Clerk's Office in the municipality where the Premises is located.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals, the day first above written.

, BUYER

F. Isaac Hakim, SELLER

, BUYER

Shahpar Hakim, SELLER

Title to said Premises is to be taken in the name or names of:

as _____

This is the May 13, 2009, version of the Fairfield County Bar Association Residential Real Estate Sales Agreement approved and adopted by the Fairfield County Bar Association.

ATTACHMENTS:

SCHEDULE A

- Description of Premises
- Exceptions to Title [see Paragraph 6(e)(vi)]

~~PROPERTY CONDITION DISCLOSURE FORM~~ [see Paragraph 18];

SELLER RIDER TO CONTRACT

LEAD PAINT DISCLOSURE [SEE PARAGRAPH 19]

RIDER TO CONTRACT OF SALE DATED: _____, 2019

BETWEEN

F ISAAC HAKIM & SHAHPAR HAKIM, Seller

AND

[_____], **Purchaser**

PREMISES: 282 Round Hill Road, Greenwich, CT 06831

39. RIDER CONTROLS. Wherever the provisions of this Rider are in conflict or may be construed to be in conflict with the terms of the proposed Contract of Sale, the terms of this Rider shall control. "Purchaser" and "Seller" as used herein shall mean the plural as required. Capitalized terms used and not defined in this Rider shall have the same meaning as in the printed portion of the Contract of Sale to which this Rider is attached.

40. PURCHASE PRICE. The Purchase Price for the Premises shall be determined and payable as set forth below:

a. The Purchase Price is determined as follows:

i. High Bid	\$ _____	.00
ii. Buyer's Premium (5% of High Bid)	\$ _____	.00
iii. Purchase Price (equal to sum of High Bid and Buyer's Premium)	\$ _____	.00

b. The Purchase Price shall be due and payable as follows:

i. Initial Downpayment (Due on Purchaser's execution of this Agreement).	\$	180,000.00
ii. Additional Downpayment (Due within three (3) calendar days after Seller's acceptance of this Agreement; equal to 10% of Purchase Price, less Initial Downpayment).	\$ _____	.00
iii. Balance Due at Closing (Equal to Purchase Price, less Initial Downpayment, and less Additional Downpayment).	\$ _____	.00

41. DOWNPAYMENT. Supplementing paragraph 2 of the Contract, if the Initial Downpayment is less than ten percent (10%) of the Purchase Price, Purchaser must pay the balance of ten percent (10%) ("Additional Downpayment") within three (3) calendar days hereof to be held in escrow in accordance with the terms hereof.

The Initial Downpayment and Additional Downpayment are collectively referred to herein as the Downpayment.

42. BROKERAGE. The following supplements and amends Paragraph 9 of the Contract:

- a. Clinton A. Botway d/b/a Paramount Realty USA will act as Seller's broker ("Auctioneer") in connection with the sale of the Property and, in its capacity as listing broker, Auctioneer and its agents (collectively, the "Listing Company") represent Seller. Purchaser acknowledges that Listing Company owes duties of trust, loyalty and confidence to Seller only, and that while the Listing Company has a duty to treat Purchaser honestly, the Listing Company is Seller's agent and is acting on behalf of Seller and not Purchaser. Any cooperating broker will be recognized as an agent of Purchaser.

43. IRREVOCABLE OFFER. In consideration of (i) preserving the integrity of the auction process and assuring that all offers are made in conformity therewith and in reliance thereon; (ii) the monies spent by Seller to arrange for the auction; (iii) the opportunity of the Purchaser to bid for the Property; (iv) the conditional promise by the Seller to sell the Property to Purchaser if this Contract is accepted by Seller as hereinafter provided and (v) for other good and valuable consideration, the receipt and adequacy of which is expressly acknowledged by Purchaser, including the mutual promises made by each party,

- a. This Contract constitutes an irrevocable offer by Purchaser to purchase the Property in accordance with this Contract, which offer cannot be revoked by Purchaser prior to 5:00 p.m. on the tenth (10th) calendar day following Purchaser's execution and delivery to Seller of this Contract ("Irrevocable Deadline");
- b. Such offer to purchase the Property shall not be deemed accepted by Seller unless and until this Contract is executed by Seller or Seller's duly authorized agent and a fully-signed counterpart of this Contract is delivered to Purchaser or Purchaser's attorney prior to Purchaser's due revocation thereof, if any. Although Seller shall use reasonable efforts to accept or reject Purchaser's offer on, or prior to the Irrevocable Deadline, failure by Seller or its duly authorized agent to notify Purchaser on or prior to the Irrevocable Deadline that Seller accepts or rejects Purchaser's offer shall not constitute acceptance or rejection by Seller of Purchaser's offer, but Purchaser's irrevocable offer shall thereafter become revocable. In order to revoke its offer to purchase the Property in accordance with the foregoing provision, Purchaser must give Seller written unconditional notice of Purchaser's election to do so, which notice must be actually received by Seller prior to Seller's acceptance of Purchaser's offer in accordance with the provisions of this sub-section (b).
- c. Unless otherwise provided for herein, if Purchaser fails to comply with the terms and conditions hereof, Seller may terminate this Contract, in which event the Downpayment shall be due and payable to Seller as its minimum liquidated damages and Seller shall retain same as liquidated damages, whereupon this Contract shall terminate and neither Seller nor Purchaser shall have any further claim against the other. Purchaser shall be liable for payment of both the Initial Downpayment and Additional Downpayment if not previously paid. The parties agree that actual damages in the event of default are difficult to ascertain and further agree that the amount set forth as liquidated damages is a reasonable estimate of the damages to Seller in the event of Purchaser's default. Such sum is intended to be liquidated damages, and not a penalty.
- d. In the event of a default by Seller in performing any obligation on Seller's part to be performed under this Contract and the Closing does not occur as a result thereof, Purchaser may, as Purchaser's sole and exclusive remedy, either (i) instruct Escrowee to pay to Purchaser the Downpayment, and upon such return of the Downpayment this Contract shall be deemed null and void and neither party hereto shall have any obligations to or rights against the other hereunder, except for any agreements or provisions

hereof which are specifically provided herein to survive any cancellation or termination of this Contract, or (ii) seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within thirty (30) days after such default. In the case of each of the events described in this Paragraph (d), Seller shall, in no event whatsoever, be liable to Purchaser for any other damages of any kind whatsoever.

44. CONDITION OF PREMISES.

- a. Purchaser hereby acknowledges that it has fully inspected the Premises and all personal property included in this sale, if any, and is fully familiar with their physical and other conditions and state of repair. Purchaser agrees to take the Premises and all such property "**AS IS, WHERE IS AND WITH ALL FAULTS**" subject to use, wear, tear and deterioration between now and the Closing Date. Seller shall not be liable for any latent or patent defects in the Premises.
- b. Purchaser acknowledges that neither Seller nor any representative or agent of Seller has made any representation or warranty (expressed or implied) as to the physical condition, state of repair, income, leases, expenses or operation of the Premises or any matter or thing affecting or relating to the Premises or this Contract, except as specifically set forth herein. **EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES.** Purchaser has not been induced by or relied upon any statement, representation or agreement, whether express or implied, by Seller, its agents, or any other, not specifically set forth in this Contract. Seller and Seller's agents shall not be liable or bound in any manner by any oral or written statement, broker's "set-up", marketing materials, advertisements, websites, representations, agreements or information pertaining to the Premises or this Contract furnished by any broker, agent, employee or other person, unless specifically set forth herein.

45. RELEASE. Notwithstanding anything to the contrary, Purchaser hereby expressly, unequivocally and unconditionally releases Seller, Broker, Listing Company, Auctioneer, and their respective representatives, affiliates, principals, agents and assigns from any liability whatsoever in connection with anything relating to the Premises or the purchase thereof. This paragraph shall survive closing.

46. MISCELLANEOUS.

- a. This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut.
- b. Failure of either Purchaser or Seller to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein shall not constitute a waiver of Purchaser's or Seller's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Contract.
- c. Purchaser has received certain information ("Due Diligence Information") from the Listing Company and Purchaser and its experts and consultants have reviewed and considered all of the rules and procedures for conduct of the auction (collectively, the "Auction Rules") as described in the Due Diligence Information as the same may be modified by the Auctioneer at the auction in accordance with the terms of the Due Diligence Information.

- d. Purchaser has full power and right to enter into and perform its obligations under this Contract and the other agreements contemplated herein to be executed and performed by it.
- e. Purchaser has fully complied with all of the Auction Rules.
- f. Purchaser acknowledges that this Contract is not contingent upon Purchaser obtaining financing for the Property and that there are no contingencies to the Purchaser's obligation to close in accordance with the terms of this Contract.
- g. The acceptance of the Deed by Purchaser shall be deemed full performance and discharge of every agreement and obligation on the part of the Seller to be performed under this agreement. No agreement, promise, representation or warranty, whether expressed or implied on the part of the Seller in the Contract or Rider shall survive the closing.
- h. Without the prior written consent of Seller, Purchaser shall not, directly or indirectly, assign this Contract or any of its rights hereunder. A transfer of any interest in Purchaser shall be deemed an assignment of the Contract of Sale. Any attempted assignment in violation hereof shall be void and of no force or effect and shall constitute a default by Purchaser.
- i. This Agreement shall be governed by the laws of the State of Connecticut. Any claim arising out of or related to this document, the auction or the transaction(s) contemplated hereunder shall be submitted to binding arbitration conducted by the American Arbitration Association pursuant to their rules relating to real estate disputes. The parties agree to submit the dispute to 3 (three) arbitrators chosen pursuant to AAA Rules. This shall be the sole remedy for any resolution of a dispute and the parties hereby consent to the exclusive jurisdiction of the American Arbitration Association.

By: _____
F ISAAC HAKIM, SELLER

, PURCHASER

SHAHPAR HAKIM, SELLER

Date of Execution by Seller:

Date of Execution by Purchaser:

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 - (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
 - (i) Seller has provided the purchaser with all available records and reports pertaining to leadbased paint and/or lead-based paint hazards in the housing (list documents below).

 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
 - (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) CB Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller:	_____ Date	_____ Seller:	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date