

Closing shall take place at the office of Horak & Bertsch, Esqs., 22 School Street, Livingston Manor, New York 12758, or local lending institution, on or about the date set forth above, or as otherwise agreed between the parties and their counsel.

In the event the closing takes place outside the county of Sullivan County, the purchaser agrees to pay the sum of \$250.00 to seller's attorney in attending the same OR the rate of \$75.00 per hour in actual travel time, whichever is greater.

BROKERS

Purchaser and Seller represent that they have not dealt with any broker in connection with this sale other than as set forth above, and seller agrees to pay the broker the commission earned thereby pursuant to a separate agreement for such commissions. In the event that any claim for a sales commission is made by a broker other than as named above, based upon services rendered to or on behalf of a party, such party shall be responsible for the same and shall indemnify and hold the other party harmless with regards to such claim.

STREETS

This sale includes all of seller's ownership and rights in and to any streets abutting the said premises.

(11.) MUNICIPAL VIOLATIONS, COMPLIANCE WITH LAWS

Seller will comply with all notes or notices of violations of law or municipal ordinances, order or requirements of any municipal or other governmental authority affecting the premises at the date hereof. There shall be no violations at the time of closing.

APPORTIONMENTS

The following are to be apportioned as of midnight of the date of closing: Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed, Fuel Oil, propane gas, and any other rents, as appropriate. (For property located in the County of Sullivan, the school tax year shall be adjusted from September 1 to August 31.)

If Closing shall occur before a new tax rate is fixed, the apportionment at closing shall be on the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments, or any other adjustments, shall be corrected. This provision shall survive closing of title for a period of 30 days.

ASSESSMENTS

The seller states that there are no known assessments affecting the premises.

ALLOWANCE FOR UNPAID TAXES

Seller shall have the option of crediting purchaser with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with the interest and penalties thereon, provided that official bills therefore computed to said date are produced at closing, or that the title or abstract company for the purchaser will accept the same and omit the exception for such