



RENTED PROPERTY RIDER



RIDER TO CONTRACT dated: _____ ("Contract")
between 33 Church Street LLC

and _____

("Purchaser")
regarding: 33 Church Street, Fredonia, NY 14063 ("Property").

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

RPR1. TENANTS. The Property is subject to the following tenancies (**Complete all blanks**):

UNIT NO.	3rd floor	2nd floor	1st Floor (partial)	Restaurant
NAME	Express (seller)	HBKS	Salon Belle Vie	Dupers
MONTHLY RENT	\$ 5,500	\$ 4,169	\$ 972 (3% increase each year)	\$ 1,779
INITIAL SECURITY DEPOSIT	\$ 0 ☐ N/A	\$ 0 ☐ N/A	\$ 750 ☐ N/A	\$ 1200 ☐ N/A
SECURITY DEPOSIT REMAINING	\$ 0 ☐ N/A	\$ 0 ☐ N/A	\$ 750 ☐ N/A	\$ 1200 ☐ N/A
ADVANCE RENT PAID	\$ 0 ☐ N/A	\$ 0 ☐ N/A	\$ 0 ☐ N/A	\$ 0 ☐ N/A
INTEREST BEARING ACCOUNT?	☐ YES ☐ NO	☐ YES ☐ NO	☒ YES ☐ NO	☒ YES ☐ NO
TENANCY (MONTH-TO-MONTH OR LEASE)	☒ MONTH-TO-MONTH LEASE	☐ MONTH-TO-MONTH LEASE	☒ MONTH-TO-MONTH LEASE	☒ MONTH-TO-MONTH LEASE
DATE LEASE TERM EXPIRES		5/31/2027	12/31/2031	08/31/2030
FIRST DAY OF TERM FOR MONTH-TO-MONTH TENANCIES (e.g. 1st, 15th)	☒ 1 st ☐ Other: _____	☒ 1 st ☐ Other: _____	☒ 1 st ☐ Other: _____	☒ 1 st ☐ Other: _____
DATE TENANCY BEGAN	4/2023	2018	6/2012	11/2020
UTILITIES INCLUDED IN RENT	☒ GAS ☒ ELECTRIC ☒ WATER ☐ CABLE	☐ GAS ☐ ELECTRIC ☒ WATER ☐ CABLE	☐ GAS ☐ ELECTRIC ☒ WATER ☐ CABLE	☐ GAS ☐ ELECTRIC ☐ WATER ☐ CABLE
APPLIANCES INCLUDED IN SALE	Seller pays for common electric in lobby, basement and parking lot lights		Salon pays utilities on entire first floor	prep cooler, (2) 6ft prep tables, walk-in cooler, 6 burner stove, single load dishwasher (which is in storage)
ANY UNPAID RENT? IF YES, RENT PAID THROUGH DATE	☐ YES ☒ NO DATE: _____	☐ YES ☒ NO DATE: _____	☐ YES ☒ NO DATE: _____	☐ YES ☒ NO DATE: _____

33 Church Street, Fredonia, NY 14063

Seller Initials			

[Property Address]
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Purchaser Initials			

RPR2. TENANT PROPERTY. Tenants' furniture and household furnishings are excluded from this sale.

RPR3. SELLER'S REPRESENTATIONS. Seller represents (i) that the Property ☐ *is* ☐ *is not* subject to rent control ("*is not*" if blank); (ii) that there are no known defenses available to tenants as to the enforcement of Seller's rights as landlord; (iii) that, except as disclosed above, none of the tenants are currently in default; and (iv) that any required lead-based paint notice ☐ *has been* ☐ *has not been but, prior to Closing, will be*, given to the tenants. At Closing, Seller shall provide a written verification of the terms and representations of this Rented Property Rider as to the tenants in possession at the time of Closing or an Estoppel Certificate by each tenant in possession at that time verifying the terms and representations of this Rented Property Rider.

RPR4. LEASES. In the event the Property is subject to lease(s) or rental agreement(s) ("Leases"), this Contract is contingent upon Purchaser's approval of the Leases within 5 Business Days after receipt by Purchaser of complete copies of all signed Leases and all amendments ("Lease Review Period"). During the Lease Review Period, if any material provision of any of the Leases is unacceptable to Purchaser, Purchaser may cancel this Contract. In the event Purchaser does not notify Seller of an objection during the Lease Review Period, Purchaser shall be deemed to have waived the right to cancel this Contract pursuant to this Paragraph.

RPR5. NO NEW LEASES. Prior to Closing, Seller shall not enter into any new Leases or modify any of the existing Leases without the written approval of Purchaser.

RPR6. DELIVERY OF LEASES AND RELATED DOCUMENTS. At Closing, Seller shall deliver to Purchaser all original Leases and amendments, all tenant application forms, lead-based paint notices and all inspection checklists, if any, and an assignment of all Leases in a form reasonably acceptable to Purchaser. In any such assignment, Seller shall have the right to reserve all rights Seller may have against any tenant for any claim that arises prior to Closing including claims for unpaid rent or property damage.

RPR7. NOTICE TO TENANTS. Within 5 days after Closing, Seller shall deliver notice by registered or certified mail to all tenants that the Property and the security deposits have been transferred to Purchaser pursuant to General Obligations Law §7-105 and any other applicable law.

RPR8. UNPAID PRE-CLOSING RENT. Seller retains all rights to collect any unpaid tenant rent due Seller as of Closing ("Pre-Closing Rent"). In the event Purchaser collects any Pre-Closing Rent, Purchaser shall, within fourteen (14) days following receipt of such Pre-Closing Rent by Purchaser, pay Seller the entire amount of such Pre-Closing Rent collected by Purchaser.

RPR9. SURVIVAL. The provisions of this Rented Property Rider shall survive for 2 years after the Closing except for the provisions of (i) Paragraph RPR4 which shall not survive the Closing and (ii) Paragraph RPR8 which shall survive the Closing with no time limitation.

Peter J. Brown

dotloop verified
07/28/26 7:33 AM EDT
LFKG-VSUM-EB0Y-XEXF

Seller

Date

Seller

Date

Seller

Date

Seller

Date

Purchaser

Date

Purchaser

Date

Purchaser

Date

Purchaser

Date