

OCCUPANCY AGREEMENT

THIS AGREEMENT, made the 30 day of Oct 1987 between JOHN McFADDEN, hereinafter referred to as Sellers and DORIS SASSOWER and ELENA SASSOWER, hereinafter referred to as Purchasers.

WHEREAS, the parties hereto did on Oct 30 1987 enter into a certain contract of sale of the premises known as Unit #2C, 16 Lake Street Owners, Inc., 16 Lake Street, White Plains, New York, and

WHEREAS, the parties hereto desire to effect temporary occupancy as an accomodation to Purchasers regarding said premises; and

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Sellers do hereby agree to allow the purchasers to occupy the said premises upon the following terms and conditions:

A. The parties, subject to Board approval, agree that the effective date for payment hereunder shall be as of November 7, 1987. The parties agree that the Purchasers shall have the right to occupy the premises from November 1, 1987 or sooner, until April 30, 1988, at which time they must vacate if they have elected to cancel the Contract, or if they have not received written notice from Seller thirty (30) days prior thereto, allowing them to continue in occupancy. If they have elected to purchase, they shall have the right to continue in occupancy to the date of closing.

B. Purchasers acknowledge that the physical condition of the apartment and utilities comply with the terms of the Contract of Sale as of the date of actual possession by the Purchasers. Seller is to repair the bathroom tile prior to November 1, 1987.

C. The Purchasers shall make no improvements to the subject premises without the specific approval of the Sellers, except the Purchasers are permitted to clean and maintain the premises. Any improvements to the subject premises shall become the property of the Sellers.

D. Purchasers shall be responsible for providing any insurance coverage for the contents of the premises owned by them and Sellers shall have no responsibility to provide such insurance coverage.

E. The parties do not waive any rights which they now have or may have under the agreement of sale.

F. The parties agree that if the Purchasers fail to close as provided for in the Contract of Sale or on any adjourned date consented to by the parties, or if the Purchasers elect to cancel the contract as provided the Purchasers shall be allowed to continue occupancy on a month to month basis as provided herein. In the event of Purchasers failure to vacate the premises, Purchasers will pay a daily charge in the amount of \$100.00 per day beyond the date on which

Exhibit A-2

Purchasers are to vacate.

G. This agreement is to accomodate the Sellers and Purchasers prior to closing and in no way do the parties intend to establish a landlord/tenant relationship. Purchasers shall pay to the Seller the sum of \$1,000.00 per month for use and occupancy of the premises and shall deposit with ~~Roger L. Esposito, Esq.~~, Seller's ~~Attorney~~, the sum of \$1,000.00 in escrow as security for the payments of said fees, damages to the apartment and reasonable legal fees in the event it is adjudicated a material breach.

H. Tenant has a right to immediate occupancy without any additional charges for use and occupancy.

Don L. Sussner

Elena R. Sussner

for M. Sussner
