

**RIDER ATTACHED TO AND MADE PART OF
CONTRACT OF SALE DATED _____, 2025
BETWEEN CLAUDE SIMON AS SELLER(S)
AND BEATRICE S. VANN AS PURCHASER(S) OF THE COOPERATIVE
APARTMENT KNOWN AS 9H AT 10 PARK AVENUE, NEW YORK, NY
10016**

31. This rider is hereby made a part of the printed section of this Contract to which it is attached. The provisions of this Rider supplement and are in addition to and not in limitation of the terms and provisions of the printed portion of this Contract. In each instance in which a term(s) or provision(s) of this Rider shall contradict or be inconsistent with a term(s) or provision(s) of the printed section of this Contract, the term(s) or provision(s) contained in this Rider shall govern and prevail and the contradicted and inconsistent term(s) or provision(s) of the printed portion of this Contract shall be deemed amended accordingly.

32. Purchaser's right to enter and inspect the Unit and the appliances and equipment, if any, included in this sale shall be exercised only at a reasonable hour and only upon reasonable prior notice to Sellers or their attorney and shall be at a time which is at Sellers' reasonable convenience and, at Sellers' option, in the presence of Sellers or Sellers' agent.

33. Each party agrees to indemnify and hold the other harmless from and against any liability, cost and expense, including reasonable attorney's fees, in the event of any misrepresentation by the indemnifying party of the representations set forth in Paragraph 12 of this Contract. The provisions of this Paragraph shall survive the Closing.

34. It is agreed and acknowledged by the parties that the Property transferred with the Unit is appurtenant to the Unit and has no value apart therefrom.

35. Sellers make no representation that the Maintenance set forth in Paragraph 1.17 of this Contract and/or the Assessment, if any, or the nonexistence thereof, as set forth in Paragraph 1.18 of this Contract shall be the same at the Closing. However, Sellers as of the date of this Contract, have no actual knowledge of any pending or contemplated increase in said Maintenance and/or Assessment. Sellers shall promptly advise Purchaser of any changes in the aforesaid statement.

36. Notwithstanding anything to the contrary contained in this

Contract, Sellers are not obligated to install any equipment or appliances in the Unit or to make any repairs, improvements or decorations to the Unit or its equipment, appliances and fixtures, except to deliver the appliances in working order at the Closing. Additionally, Purchaser's acknowledges that the floors and doors, walls and ceilings are being sold in their "as is" condition and Purchaser agree that Sellers shall not be required to repaint or refinish the floors, doors, walls or ceilings.

37. The Purchaser represents that Purchaser has not filed or been named in a bankruptcy or insolvency proceeding, has not been convicted of a penal offense and has not been evicted from any dwelling or residence or been rejected by a cooperative or condominium board.

38. Supplementing Paragraph 1.20.1 of the Preprinted Contract, (i) each individual comprising Purchaser is over the age of 18 and is purchasing for Purchaser's own account (beneficial and of record); and (ii) Purchaser shall not knowingly make any representations to the Corporation contrary to the foregoing and shall provide all documents in support thereof required by the Corporation in connection with Purchaser's application for approval of this transaction; and (iii) there not now and shall not be at Closing any unpaid tax liens or monetary judgments against Purchaser; and (iv) Purchaser shall not request that the Corporation approve any proposed alterations as a condition of Closing or prior to Closing; and (v) Purchaser has, and will at the Closing, have available unencumbered cash and cash equivalents (including publicly traded securities) in a sum at least equal to (and having a then current value of) the Balance; and (vi) Purchaser has, and will at and immediately following the Closing have, a positive net worth.

39. The acceptance of the Shares and the assumption of the Lease by the Purchaser shall be deemed to be full performance and discharge of every agreement and obligation on the part of the Sellers to be performed pursuant to the provisions of this Contract except as set forth herein to survive Closing. None of the terms or representations of this Contract shall survive the Closing unless expressly provided to the contrary herein.

40. This Contract is not an offer and shall not be binding upon the Seller unless and until (a) it has been fully executed by the Purchaser and the Sellers, and (b) a fully executed original copy thereof has been delivered by the Sellers to the Purchaser or the Purchaser's attorney.

41. In any action or proceeding commenced arising out of this contract, the prevailing party shall be entitled to reimbursement of reasonable attorneys fees from the other party.

42. The "pre-printed" portion of this Contract is intended to be identical to the form approved by the Committee and Condominiums of the Real Property Section of the New York State Bar Association and/or the Committee on Cooperatives and Condominiums of the

Association of the Bar of the City of New York and New York County Lawyers Association and any deviation from that approved form of contract (other than options provided for in the approved form, obvious cross-outs on the approved form, obvious hand-marked changes to the approved form, and changes approved by both parties in subsequent Riders), whether intentional or unintentional, shall be disregarded.

43. The parties agree that this Closing can be held remotely by way of an escrow agent in any event provided the cooperative managing agent and/or transfer agent, as applicable, agrees to same.

44. This Contract may be signed by email or facsimile and executed by email/facsimile and in counterparts. Email/facsimile signatures shall be deemed original signatures.

45. Unless specifically provided hereinabove, no Seller representations survive the Closing.

Seller: CLAUDE SIMON

Purchaser: BEATRICE S. VANN