

27.7 This ¶ 27 shall survive Closing, cancellation or termination of this Contract.

#### 28 Margin Headings

The margin headings do not constitute part of the text of this Contract.

#### 29 Miscellaneous

This Contract shall not be binding unless and until Seller delivers a fully executed counterpart of this Contract to Purchaser (or Purchaser's

Attorney) pursuant to ¶ 17.2 and 17.3. This Contract shall bind and inure to the benefit of the Parties hereto and their respective heirs, personal and legal representatives and successors in interest.

#### 30 Lead Paint

If applicable, the complete and fully executed Disclosure of Information on Lead Based Paint and or Lead-Based Paint Hazards is attached hereto and made a part hereof.

In Witness Whereof, the Parties hereto have duly executed this Contract as of the date first above written.

ESCROW TERMS AGREED TO:

SELLER:

PURCHASER:

\_\_\_\_\_  
Escrowee, Darryl Vernon, Esq. of  
Vernon & Ginsburg

\_\_\_\_\_  
Ann M. Rolland  
\_\_\_\_\_

\_\_\_\_\_  
Claude Simon  
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**Rider to, and Part of, Contract of Sale Between and Ann M. Rolland, as Seller and Claude Simon, as Purchaser for Unit 9H at 10 Park Avenue, New York, New York 10016**

#### 31 Purchaser's Additional Representations and Covenants

3 1.1 Supplementing ¶ 4.2 of the Contract. Purchaser also represents and covenants that:

3 1. 1.1 Purchaser has, and will at 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

31.1.2 Purchaser has, and will at and immediately following the Closing have, a positive net worth.

31.2 the Maintenance and the monthly amount of the Assessment (if any) do not aggregate more than 25% of the current total gross monthly income of the individuals comprising the Purchaser;

31.3 (if ¶ 1.20.1 or ¶ 1.20.2 applies) the monthly debt service (interest and amortization of principal, if any) of the proposed financing, together with the Maintenance and the monthly Assessment amount (if any), do not aggregate more than 35% of said current total gross monthly income.

32 Supplementing paragraph 4. 1. Seller has no actual knowledge of a material default or condition which the Lessee is required to cure under the Lease and which remains uncured. If, prior to Closing, Seller acquires knowledge of a such default or condition which the Lessee would be required to cure, then Seller shall cure same at or prior to Closing. This provision shall not survive closing.

The Parties have duly executed this Rider as of the same date as the Contract.

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Claude Simon

15 Seller represents that he has not filed or been named in a bankruptcy or insolvency proceeding.

16.18. The prevailing party in any litigation concerning this Contract, or concerning any breach of this Contract, shall be entitled to reasonable attorneys' fees and expenses incurred in such litigation.

17. Paragraph 17.2 of the pre-printed contract is modified so as to provide for delivery of the Contract by overnight mail.

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