

BUYER'S RIDER ATTACHED TO AND MADE PART OF THE PURCHASE
AGREEMENT BETWEEN
542 WEST 42ND STREET LLC AS SELLER AND
CLAUDE SIMON AS
PURCHASER OF THE PREMISES KNOWN AS
534 WEST 42ND STREET CONDOMINUM AT
534 WEST 42ND ST., UNIT 8, NEW YORK, NEW YORK

1. This Buyer's Rider is hereby made a part of the Purchase Agreement 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 Purchase Agreement and the Escrow Rider. In each instance in which a term or provision of this Buyer's Rider shall contradict or be inconsistent with a term or provision of the printed section of this Purchase Agreement, the term or provision contained in this Rider shall govern and prevail and the contradicted and inconsistent term or provision of the printed portion of the Purchase Agreement shall be deemed amended accordingly.
2. a. Sellers represent that Seller (i) has received no notice and has no actual knowledge of any pending or threatened litigation or claim against or concerning Seller, or the Unit or the Condominium, (ii) has received no notice and has no actual knowledge of any violations (of record or otherwise) or assessments or other actions affecting the Unit, and (iii) has no actual knowledge of any leaks into or from the Unit.
b. Seller shall promptly send Purchaser a copy of every notice Seller receives concerning the Unit, any assessments, liens, (including mechanic's liens), violations of record or any pending or threatened litigation or claim.
3. Supplementing the Purchase Agreement, Seller represents that at closing, (a) the appliances, air conditioning, heating, electrical, alarm and security system, to the extent any of these exist as of the date hereof and are part of the Unit and is the responsibility of the Seller to maintain and repair pursuant to the Condominium's By-Laws, shall be in working order and (b) the walls and ceilings of the Unit will be free from leaks if such leaks are the responsibility of the Unit Owner to repair and (c) the walls of the Unit shall be free from holes, except to the extent minor holes exist as of the date hereof.
4. Purchaser shall have the right on reasonable notice to Seller (at least 24 hour oral notice) to have an architect and/or engineer or other professionals visit the Unit to make inspections and take measurements.
5. Seller represents that as of the date hereof it has received no notice and has no actual knowledge of any pending or contemplated increase in common charges or any assessments. Nothing herein contained shall be deemed a representation that common charges will not be increased or that an assessment will not be incurred.
6. Seller represents that is has not filed or been named in a bankruptcy or insolvency proceeding.

7. Seller represents, to its actual knowledge, that all alterations and/or additions made to the Unit by Seller, if any, have been performed in compliance with all requirements of the Condominium and applicable governmental authorities, any repair or improvement has been paid in full, and Seller has no actual knowledge of any liens to be placed on the Unit for any such repairs or improvements to the Unit

8. Purchaser shall have the right to assign this Purchase Agreement to an entity in which Purchaser has an interest in prior to closing for the purpose of taking title to the Unit. Purchaser shall provide to Seller such reasonable evidence of his relationship to such assignee of this Purchase Agreement.

9. This Purchase Agreement may be executed in or email facsimile fashion, and in counterparts, all of which may be used as if originals.

10. The Down Payment may be made by wire transfer to Escrow Agent.

11. As of the Closing, Seller shall cause the Board of Managers of the Condominium to enter into a license agreement with Purchaser for a one (1) storage unit located in the basement of the Building.

12. The prevailing party in any dispute over the Purchase Agreement after the determination of any and all appeals shall be entitled to legal fees and expenses.

13. Seller represents that it has no actual knowledge of any leaks into the Unit or emanating from the Unit since January, 2011, except that approximately twelve (12) months ago there was a minor leak in the Unit's refrigerator's water line which caused minor water damage to the ceiling of Unit 7. The leak has been fixed and such water damage has been repaired.

14. Supplementing Paragraph 8 of the Purchase Agreement, the deed delivered to Purchaser at Closing shall be substantially in the form reproduced as Document Number 5 in Part II of the Plan (apart from the Condominium name having changed) and shall include only the following language regarding use: "Except as otherwise specifically permitted by the Condominium Board or provided in the Declaration or in the By Laws, the Unit is intended for residential use only." The following sentence on the last page of the Deed reproduced as Document Number 5 in Part II of the Plan shall be omitted: "The Unit is to be used for residential purposes pursuant to all related zoning rules and regulations."

SELLER:

534 WEST 42nd STREET, LLC

PURCHASER:

By:

CLAUDE SIMON