

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

1. This Buyers' 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 Seller's Rider. In each instance in which a term or provision of this 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 knowledge of any pending or threatened litigation or claim against or concerning Seller, the Unit, the subject building at 534 W. 42d ("Building") or the personal property included in this sale, (ii) has no knowledge of any violations or assessments or other actions affecting the Unit, (iii) have given Purchaser the Offering Plan, all existing Amendments ( which are through the 6<sup>th</sup> Amendment) and all documents filed for this condominium (together referred to as Plan Documents), and is not aware of any other relevant documents beyond such documents; (iv) has no knowledge of any violations of record affecting the Unit; (v) has no knowledge of any leaks into or from the Unit. The representation contained in this subparagraph shall survive the Closing.

b. Seller shall promptly send Purchaser a copy of every notice and shall promptly notify Purchaser of any knowledge concerning or affecting this sale, including without limitation, any notice or knowledge concerning the Premises or the personal property included in this sale, 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 and warrants that at closing, (a) the appliances, air conditioning, heating, electrical, alarm and security system will be in good working order and (b) the walls and ceilings will be free from leaks and (c) the walls be free from holes and defects; and (d) the unit will be free from infestation, including without limitation, bedbugs. The representation and warranty contained in this Paragraph shall survive the closing.

4. Purchaser shall have the right on reasonable notice to have an architect and/or engineer or other professionals visit the premises to make inspections and take measurements.

5. 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.

6. Seller represents that as of the date hereof it has no knowledge of any pending or contemplated increase in common charges or any assessments and that the financials through September 30, 2013 have not exceeded the budget in the Plan Documents by more than 5%.

7. Seller represents that it has not filed or been named in a bankruptcy or insolvency proceeding.

8. Seller represents: (a) Any alterations and/or additions made to the Unit by Seller have been performed in compliance with all requirements of the Condominium and applicable governmental authorities; (b) Seller has no knowledge of any alterations or additions to the Unit that were not made in compliance with any of the requirements of the Condominium and applicable governmental authorities; and (c) No repair or improvement has been made or commenced with respect to which the Unit is or can be subject to any lien or assessment.

9. Paragraph 7 of the Purchase Agreement is hereby amended to provide that the closing of title shall be held on or about 30 days from Purchaser's Attorney's receipt of a fully executed copy of the Purchase Agreement and all Riders at the offices of Seller's attorneys.

10. Sponsor represents that it is already closed on its first unit, that the plan is effective, and the prerequisites referred to in paragraph 6 for closing of title to units have been met.

11. Paragraph 7 is amended to state, the term 'Closing Date', or 'closing of title' or words of similar import whenever used herein shall mean the closing date which the deed to the unit is delivered to purchaser, or any adjourned date, as allowed under the Purchase Agreement. .

12. The Seller will cure any inability to close up to an expenditure of 5% of the purchase price.

13. Seller will undertake any repairs required to comply with the contract up to 5% of the purchase price.

14. The prevailing party in any dispute over the contract shall be entitled to legal fees and expenses.

15. Purchaser shall have the right to assign this contract to an entity prior to closing for the purpose of taking title to the premises.

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

17. The Down Payment may be made by wire transfer to escrowee to be made within 24 hours of execution of this Contract.

18. Paragraph 11 is hereby omitted.

19. Paragraph 12 is hereby omitted to add to Purchaser's remedies specific performance if Seller does not convey title as required under the Contract.

20. Paragraph 18 C is hereby omitted.

21. A license for one storage unit is included in this sale.

22. Seller represents that attached as Exhibit A are copies of the Declaration, By Laws and all amendments thereto.

SELLER:

PURCHASER:

534 WEST 42<sup>nd</sup> STREET, LLC

By: \_\_\_\_\_

\_\_\_\_\_  
CLAUDE SIMON