

RIDER ATTACHED TO AND MADE PART OF CONTRACT OF SALE  
DATED FEBRUARY \_\_\_\_\_ 2007 BETWEEN  
**BERNAT MIKHLI and SHAMUIL MIKHLI AS SELLER AND**  
**CLAUDE SIMON AS**  
PURCHASER OF THE PREMISES KNOWN AS  
160 MADISON AVENUE, UNIT 1  
NEW YORK, NEW YORK

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 and the Seller's Rider. 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 or the Seller's Rider, 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. a. Sellers represent that Sellers (i) have received no notice and have no knowledge of any pending or threatened litigation or claim against or concerning Seller, the Unit or the personal property included in this sale, (ii) have no knowledge of any violations or assessments or other actions affecting the Unit, and (iii) have no knowledge of any violations of record affecting the Unit. The representations contained in this subparagraph shall survive the Closing.

b. Sellers shall promptly send Purchaser a copy of every notice and shall promptly notify Purchasers 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.

33. Supplementing Paragraph 18 of the printed contract the term Institutional Lender shall be deemed to include a licensed mortgage broker or banker who has contractual relationships with a bank, savings bank, trust company, savings and loan association or any other banking association as defined in the banking law.

34. Supplementing Paragraph 18 a written offer to make the loan, even if issued by the Institutional Lender and even if denominated a loan commitment letter by the Institutional Lender, shall not be deemed to be a "Loan Commitment Letter", as that term is used in this Contract, if such a written offer to make the loan is conditional upon any factor other than the execution of customary documents at closing. Purchasers shall use reasonable efforts to satisfy any conditions which are raised by the Institutional Lender relating to the Purchasers in connection with the loan that are within the control and ability of Purchasers to satisfy. The foregoing shall not operate to obligate Purchasers to sell any real property or any interest in real property and shall not operate to require Purchasers to cancel or terminate any credit card, charge card, or other line of credit. Furthermore, in the event that Seller exercises Seller's

right to adjourn the Closing as set forth in this Contract, Seller shall not adjourn the Closing beyond the earlier expiration date of either the interest rate or the commitment itself as stated in the Loan Commitment Letter, Purchasers shall have the option to cancel this Contract and receive back the Contract Deposit with interest thereon, if any. Purchasers shall not exercise the immediately aforescribed option to cancel if Purchasers are able, without the payment of any additional or increased fee, costs or expenses to obtain an extension of the Loan Commitment Letter with the same or better financial terms and provisions (including, without limitation, the rate of interest) as were granted in the original Loan Commitment Letter. If the inability to get an extension of the commitment is caused by Purchasers delay, or previous adjournments by Purchasers, then Purchasers may not cancel under the terms of this provision.

35. Purchasers 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 on reasonable notice by appointment with Seller.

36. 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.

37. Seller represents that it has not filed or been named in a bankruptcy or insolvency proceeding and there are no judgments against Seller.

38. During the past five years, Seller is not aware of any complaints about noise or offensive odors emanating from any other portion of the Premises nor any complaint concerning any leaks emanating from or to the Unit. In addition, the Unit has not been affected by any leaks or water infiltration during the past five years. This Paragraph shall survive closing.

39. Seller represents as follows: All alterations and additions made to the Unit by Seller has been performed in compliance with all requirements of applicable governmental authorities. Seller has no knowledge of any alterations or additions to the Unit that were not made in compliance with any of the requirements of applicable governmental authorities. 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.

SELLERS:

PURCHASER:

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BERNAT MIKHLI

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CLAUDE SIMON

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SHAMUIL MIKHLI