

**SECOND RIDER ANNEXED TO
CONTRACT OF SALE**

In the event of any inconsistency between the provisions of this Second Rider and those contained in the printed form Contract of Sale or the First Rider, the provisions of this Second Rider shall govern and be binding.

1. Supplementing para. 3 to the extent that they are shareholder responsibility, the appliances and the plumbing, electrical, heating and cooling fixtures and systems shall be in working order at Closing. The value of any non-working appliance shall be the value of said appliance in its condition immediately prior to the appliance not functioning.

2. Seller warrants and represents that (a) to the best of their knowledge, for the past twelve (12) months there have been no leaks into the Unit or emanating from the Unit; (b) Seller has no knowledge of any damage to the Unit which, as of the date hereof, is concealed by rugs, carpeting, furniture, wall coverings, or the like; and (c) Seller has not complained of any excessive noises from their neighbors or from anything within the unit.

3. Supplementing Paragraph 18, if the loan commitment letter is conditioned upon the following, and if the institutional lender will not fund the loan if such condition, or conditions, are not satisfied, then this contract shall be subject to such conditions being satisfied or the purchaser may cancel the contract of sale and receive a full refund of the down payment:

- a. satisfactory responses to its coop questionnaire;
- b. approval of the amount of insurance coverage for the corporation; or
- c. receipt of an indemnity agreement with respect to any liens, violations or judgments appearing on the lien or title search

4. Supplementing the provisions of Paragraph 18, purchaser shall also have the right to cancel the contract and recover the contract deposit if Purchaser's institutional lender is unwilling to close the loan because of matters affecting the corporation.

5. The mere failure by Purchaser to provide notice regarding a mortgage denial shall not be deemed a waiver of the right to cancel.

6. Supplementing paragraph 5 and 4.1.6 of the contract of Sale, Seller shall provide to Purchaser any notice of any maintenance increases and/or assessments for the unit during the duration of the contract. In the event such monthly fees increase, during the time of the pendency of this contract, by fifteen (15%) percent or more, Purchaser may cancel the contract and receive a full return of the down payment, and said contract shall be deemed null and void with no further force or effect.

SELLER:

PURCHASER:
