

CONDOMINIUM RIDER

RIDER TO CONTRACT OF SALE
BETWEEN **LOAN FUNDER LLC, SERIES DAVID ADEDARA ROSENBERG AND
DAVID ADEDARA, AS PURCHASER**
PREMISES: **901 EAST 106 STREET, UNIT 1A, BROOKLYN, NY 11236**
DATED: SEPTEMBER , 2024

In the event there are any discrepancies between the printed form of the contract and this rider, the rider shall prevail.

1. Seller shall not be required to obtain a common charge letter or a waiver of the right of first refusal from the Condominium Board or managing agent. Purchaser acknowledges and accepts that title to the Unit shall be conveyed subject to any exceptions, conditions, or exclusions that the title company may include in the owner's title insurance policy, including but not limited to those arising from the absence of such documents. Purchaser further agrees to accept the Unit "as is" and waives any claim or demand against the Seller for the failure to provide these documents.
2. The Purchasers agree to furnish the Seller's attorney with a written list (or arrange to furnish) of any title objections and liens upon the property, prior to title closing, except for those received by continuation search at closing for the removal of which the Seller shall be entitled to a reasonable adjournment at closing. Delivery to Seller's attorney of the title report shall be deemed notice of any title objections and liens upon the property. If Seller shall not be able to convey good and marketable title, the sole obligations of the Seller shall be to refund the Downpayment together with any title cancellation fee to the Purchasers and upon such refund, this contract shall cease and terminate and neither party shall have any further claim against the other by reason of this contract and the lien, if any of the Purchasers, against the premises shall wholly cease.
3. Seller shall not be obligated to bring any action or proceeding or otherwise incur any expense to render title to the premises marketable. The Purchasers may, nevertheless, at their option accept such title that the Sellers may be able to convey, without reduction of the Purchase Price or any allowance or credit against the same and without any liability on the part of the Seller.
4. Purchasers have inspected the premises and it is understood and agreed that neither Seller nor any person purporting to act for the Seller has made or now makes any representation as to the physical condition, income expense, operation or any other matter or thing affecting or relating to the premises except as herein specifically set forth. Purchasers hereby expressly acknowledges that no such representations have been made other than those in Paragraph 5(f) and Purchasers further agree to take the premises in "AS IS" condition as of the date hereof. Purchasers agree that Seller is not liable or bound in any manner by any financial or written statements, representations, real estate brokers' "setups", or information pertaining to the premises furnished by any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth herein. It is understood and agreed that all understandings and agreements heretofore had between the parties are hereby merged into this contract which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied in this contract.

5. In view of recent bank regulations and the growing refusal of banks to accept double endorsed checks, the provisions of paragraph 7(b) shall be strictly construed. Under said subparagraph Seller shall accept only a good certified check or checks of purchaser or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of the Seller or at Seller's option, payable to the order of purchaser and endorsed to Seller or designated payee shall not constitute legal tender under this agreement, neither shall attorney's check, attorney's escrow or trust account or mortgage account checks, even if payable to the order of seller or seller's designee, other than checks under \$1,000.00.
6. Lead Based Paint Inspection Contingency and Disclosure

The Parties will review the information below and certify, to the best of their knowledge, that the information provided is true and accurate.

A. Lead Warning Statement

Every purchaser of any interest in Residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poison in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the purchaser with any information on lead-based hazards from risk assessments or inspections in the seller's possession and notify the purchaser of any known lead-based paint hazards, a risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

B. Sellers' Disclosure and Sellers' Initials

INITIALS EXPLANATION:

_____ (a) Presence of lead-based paint and/or lead based paint hazards
(check one below)

_____ Known lead-based paint and/or lead based paint hazards are present in the housing. (Explain)

X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to Seller:
(check one below)

_____ Seller has provided Purchasers with all records and reports (which were available to Seller) pertaining to lead-based paint and/or lead-based hazards in the housing. (list documents at the right)

X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

C. Lead-based Paint Inspection Contingency

If the property was constructed prior to 1978 and includes a residential dwelling designated as "target housing" by EPA regulations at 40 CFR S 745.103, then the contract of sale is made contingent upon Purchasers' right to undertake a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at Purchasers' expense.

9. It is consented to and agreed that "PDF" signature copies or facsimile copies of the signature of the Parties of this Contract and pages that same are located thereon shall be deemed to be originals. It is further agreed that this Contract may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute a single Contract. This Contract shall be deemed to have become effective when a fully executed copy is delivered to the Purchaser's attorney.

10. Seller shall not be obligated to repair any minor damage smaller in size than a U.S. dime caused by the removal of Seller's personal property.

11. The acceptance of such deed by Purchasers shall be deemed to be full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this agreement, except those, if any, which are herein or in purchase rider specifically stated to survive delivery of the deed.

12. The closing of title under the contract of sale is not contingent upon the sale of any residence or other property owned by the Purchasers (including shares in a cooperative housing corporation) or the liquidation of any of Purchasers' assets.

13. All notices and other communications which either party is required or desires to send to the other shall be in writing by personal delivery, email, facsimile, or shall be sent by Federal Express or Express Mail, or other overnight delivery service postage paid. Said notices shall be deemed given on the day of transmission or mailing and shall be addressed as follows:

To the Seller:

Ariel Rabanipour, Esq.
Rabanipour Law, PLLC
25 Newbridge Road, Suite 405
Hicksville, NY 11801
Tel: (516) 600-6247
Fax: (516) 600-6089
ariel@closingsesq.com

To the Purchaser:

Adelou Sunday, Esq.
216-19 Merrick Boulevard, Suite 204
Laurelton, NY 11413
Tel: (917) 257-7415
Fax:
ade@adelousundaylaw.com

14. Closing Date and Place. Closing shall take place at the office the Seller's Attorney at 2:00 o'clock PM on or before 30 days from Purchaser's receipt of a fully executed contract, TIME IS OF THE ESSENCE. IF PURCHASER DESIRES TO EXTEND THE CLOSING DATE, PURCHASER MUST REQUEST IN WRITING TO SELLER A ONE-TIME TEN (10) DAY EXTENSION OF THE CLOSING DATE FOR A NONREFUNDABLE FEE EQUAL TO AN ADDITIONAL TEN PERCENT (10%) OF THE PURCHASE PRICE, OR \$500.00 (WHICHEVER IS GREATER), PAYABLE IN CASH AND DELIVERED BY PURCHASER TO ESCROW AGENT ON OR BEFORE THE ORIGINAL CLOSING DATE. IF THE

EXTENSION IS APPROVED BY SELLER, THEN THE ADDITIONAL FEE WILL BE ADDED TO THE DOWN PAYMENT AND BE APPLICABLE TO THE PURCHASE PRICE. IN ADDITION TO THE NON-REFUNDABLE FEE, PURCHASER WILL PAY TO SELLER A DAILY PER DIEM OF UP TO \$250.00 FOR EACH DAY PAST THE ORIGINAL CLOSING DATE UP TO THE NEW CLOSING DATE. THIS DAILY PER DIEM WILL BE COLLECTED FROM PURCHASER AND PAID TO SELLER ON THE SETTLEMENT STATEMENT. IF PURCHASER FAILS TO PERFORM WITHIN THE NEW EXTENDED TIME, SELLER MAY TERMINATE THIS AGREEMENT AND RECEIVE THE EARNEST MONEY AND ADDITIONAL FEE(S) AS ITS SOLE AND EXCLUSIVE REMEDY. SELLER SHALL BE ENTITLED TO SUCH FEE WITHOUT CONDITION.

15. Items of personal property, including but not limited to, window coverings, appliances, manufactured homes, mobile homes, vehicles, spas, antennas, satellite dishes, and garage door openers, now or hereafter located on the Property, are not included in the sale of the Property or reflected in the Purchase Price. Any personal property at or on the Property may be subject to claims by third parties, and therefore, may be removed from the Property prior to or after the Closing Date. Seller makes no representations or warranties as to the condition of any personal property, title thereto, or whether any personal property is encumbered by any liens. Buyer assumes responsibility for any personal property remaining on the Property at the time of Closing.

16. The premises are to be delivered subject to the rights of any persons under any leases, tenancies, or of any parties in possession of the premises whether lawful or unlawful, and any laws applicable thereto. Furthermore, Seller shall not be required to take any steps to evict said occupants of premises prior to closing, but Seller shall have the option of taking any steps if it so desires.

17. The Seller makes no representations or warranties, express or implied, regarding the status, validity, or condition of the Certificate of Occupancy for the property. The Purchaser acknowledges and agrees that they have had the opportunity to conduct their own due diligence concerning the Certificate of Occupancy and is purchasing the property in its current "as-is" condition, with all faults and defects, whether patent or latent. The Purchaser further agrees that the Seller shall not be liable for any defects or issues related to the Certificate of Occupancy, and the Purchaser assumes all responsibility for any necessary inspections, repairs, or compliance matters relating to the Certificate of Occupancy post-closing.

18. Notwithstanding anything else contained in the Contract of Sale or this rider, Purchaser hereby acknowledges and affirms that Seller does not, by the execution and delivery of this Purchase Agreement or otherwise, and Seller shall not, by the execution and delivery of any document or instrument in connection with this Agreement, the sale of the Premises or otherwise, make any warranty, express or implied, of any kind or any nature whatsoever, with respect to the Premises, nor shall any such warranty be made by anyone on Seller's behalf, and all such warranties are hereby specifically disclaimed. Without limiting the generality of the foregoing, SELLER MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF SUITABILITY OR FITNESS OF ANY OF THE PREMISES FOR ANY PURPOSE, OR AS TO THE HABITABILITY, MERCHANTABILITY, TITLE, ZONING, OPERATING HISTORY OR PROJECTIONS, INCOME TO BE DERIVED, COMPLIANCE OF THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES OR ORDINANCES OR REGULATIONS, GOVERNMENTAL APPROVALS, VALUE, QUALITY, CONDITION OR SALEABILITY OF ANY OF THE PREMISES OR AS TO ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PREMISES. The sale of


the Premises by Seller to Purchaser shall be "AS IS" and "WHERE IS", subject to all open permits and violations. Purchaser has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller or any agent or representative of Seller. Purchaser acknowledges that Seller acquired its title to the Premises through foreclosure or deed in lieu of foreclosure. Purchaser further acknowledges and agrees that any information provided or to be provided by Seller with respect to the Premises was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representation as to the accuracy or completeness of such information. Purchaser will conduct such inspections and investigations of the Premises as Purchaser deems advisable, including, but not limited to, the physical and environmental condition thereof, and rely upon same, and, upon closing, shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions may not have been revealed by Purchaser's inspections and investigations. Seller will not change locks or remove "security measures" currently on the Premises, and will make no repairs to the Premises, either before or after title to the Premises has transferred to Purchaser, and any and all repairs or improvements to the Premises will be the sole and complete responsibility of Purchaser. The closing shall constitute an acknowledgment by Purchaser that the Premises was accepted without representation or warranty, express or implied, and otherwise in an "AS IS" and "WITH ALL FAULTS" condition based solely on Purchaser's own inspections and shall also constitute an absolute, unconditional and irrevocable release of Seller from any and all claims whatsoever relating to the condition of the Premises.

19. The deed to be delivered at Closing shall be, as determined by Seller, a Special Warranty Deed, Quitclaim Deed or a similar form of deed for the specific jurisdiction in which the Property is located and shall be a deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through, or under the grantor, but not otherwise. Any reference to the term "deed" herein shall be construed to refer to such form of deed.

20. Purchaser shall be responsible for the payment of all transfer taxes.

LOAN FUNDER LLC, SERIES 18313

BY: _____ SELLER,

Signed by:


C2418CE879244C3... DAVID ADEDARA PURCHASER,