

The 40-46 24th Street Condominium

AGREEMENT RIDER

Rider Number: 1

Agreement dated as of: , 2024 (the “Agreement”)

Between: 23-17 41 AVE HOLDING LLC, as Sponsor; and
Yu Suo, as Purchaser(s)

Re: Unit 5G at The 40-46 24th Street Condominium

In case of any inconsistencies between any of the terms and conditions of the Offering Plan and Purchase Agreement, (collectively, “Agreement”) including any handwritten modifications thereto, and the terms and conditions of this Rider, the terms and conditions of this Rider shall prevail and be deemed paramount to any conflicting provisions and preempt any conflicting provisions. All of the paragraphs and provisions contained in this Rider are incorporated into the Agreement and made a part thereof with the same force and effect as if therein originally contained.

1. **Closing Costs.** Article 9.7 of the Purchase Agreement is hereby amended to include the following language immediately subsequent to the last sentence of said paragraphs: “Notwithstanding anything to the contrary the Sponsor shall be responsible for and pay the combined New York State and New York City real property transfer taxes for the Residential Unit in the maximum amount of **\$16,790.00** only. Excluded from the forgoing shall be the New York State Mansion Tax. If applicable to the transaction said Mansion Tax shall be solely the responsibility of the Purchaser. The Sponsor and the Purchaser shall duly execute and swear to any transfer tax return and any other form then required by Applicable Law, all of which shall be prepared by the Sponsor.”

2. **Financing Contingency.** Paragraph 34 of the Agreement is hereby deleted in its entirety and replaced with the following:

34.1 The obligations of the Purchaser under this Purchase Agreement are conditioned upon issuance on or before a date which is thirty (30) days from the a fully executed counterpart of the Purchase Agreement is provided to Purchaser’s attorney (the “Commitment Date”) of a written Commitment (as defined below) from a designated lender selected by Purchaser from the attached Exhibit A only (hereinafter the selected lender shall be referred to as the “Designated Lender”) pursuant to which Designated Lender agrees to make or arrange a

loan, other than a VA, FHA or other governmentally insured loan to Purchaser, at Purchaser's sole cost and expense of no more than **70%** of the Purchase Price, or such lesser sum as Purchaser shall be willing to accept, at the prevailing fixed rate or adjustable rate of interest for a term of at least thirty (30) years and on such other terms and conditions as are usual and customary for the Designated Lender in issuing such commitments, whether or not conditioned upon any factors including an appraisal satisfactory to the Designated Lender, secured by a first mortgage on the Unit together with its undivided interest in the Common Elements (the "Commitment"). A Commitment which is conditioned upon receipt of an appraisal satisfactory to the Designated Lender shall be considered a firm Commitment.

34.2 Purchaser shall make a prompt application to the Designated Lender for the Commitment within five (5) business days of the date of the date of the Purchaser receiving the signed counterpart of the Purchase Agreement from the Sponsor.

34.3 In the event that Purchaser's application for a Commitment is rejected from the Designated Lender, then Sponsor, in its sole discretion, shall have the right to have Purchaser apply and seek financing through an alternative lender of Sponsor's choice (the "Alternative Lender"), and Purchaser shall follow the procedures described in this Article 34, however, substitution of Designated Lender for an Alternative Lender shall apply to the terms therein. If Purchaser thereafter does not receive a written Commitment from the Alternative Lender by the expiration of the Commitment Date, time shall be of the essence with respect to Purchaser's obligation to notify Sponsor, in writing, within five (5) days, of Purchaser's request to (i) terminate the Purchase Agreement; (2) extend the time to obtain a written commitment; or (iii) affirm the purchase as an all-cash transaction. Sponsor shall not, however, have any obligation to extend the time period to obtain a Commitment. If the Commitment is scheduled to expire prior to the Unit Closing Date, it shall be Purchaser's obligation to take all action and make such payments as shall be necessary to extend or otherwise keep the Commitment current. Sponsor shall have no obligation to cause the Unit Closing Date to occur prior to expiration of the Commitment or to take any action or incur any expense to extend the Commitment. Sponsor shall have no liability if the Commitment expires due to Purchaser's actions or inactions or otherwise, and Purchaser shall be obligated to close hereunder if a Commitment expires. Sponsor makes no representation as to the availability of any such financing. Purchasers are advised that even if they receive a Commitment, its term may be limited and it may expire prior to the Unit Closing Date unless extended by Purchaser.

34.4 In the event that Purchaser uses a lender other than through the Designated Lender or Alternative Lender (as the case may be), no financing contingency will apply to the

Purchase Agreement. As a result, Purchaser will not have the right to cancel the Purchase Agreement if the Purchaser fails to obtain mortgage financing, or if the Purchaser's existing mortgage financing lapses or is cancelled.

3. **Counterparts.** This Rider and Agreement may be executed in any number of counterparts, including but not limited to any signature conveyed through electronic mail transmission and/ or facsimile transmission, any one of which shall constitute an original of this Agreement. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart were upon the same documents and shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party. This Rider shall not be binding unless and until it shall be fully executed and delivered by all parties hereto.

<SIGNATURE PAGE FOLLOWS>

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

SPONSOR:

PURCHASER:

23-17 41 AVE HOLDING LLC

By: _____

Name:

Title:

Yu Suo

EXHIBIT A

Designated Lenders

Chase

Ruthie Xiang

3901 Main St., Flushing, NY 11354

Tel: 646-226-8105

Ruthie.q.xiang@chase.com

NMLS ID: 624470

Cross Country Mortgage

Yusheng (Ron) Liu

37 N 15th St, Ste 108, Brooklyn, NY 11222

Tel: 347-255-2276

ron.liu@ccm.com

Wells Fargo Home Mortgage

Brian McNamara

150 E 42nd Street, New York, NY 10017

Tel (212) 214-3993

Cell (646) 306-3037

Brian.p.mcnamara@wellsfargo.com

Guaranteed Rate Affinity

Brian Scott Cohen Team

348 West 14th Street Second Floor New York, NY 10014

Tel: 646-584-8009

brianscottcohen@grarate.com

Popular Bank

Tony Jao

85 Broad Street, New York, NY 10004

Tel: (718) 312-2513

tjao@popular.com

NMLS ID: 7536