

**CERTIFICATE
OF
RESOLUTION
OF
BOARD OF DIRECTORS
OF
PARK KNOLL OWNERS, INC.**

At a meeting of the Board of Directors ("Board") of Park Knoll Owners Inc. ("Park Knoll") called upon due notice at which a quorum was present and acted throughout, by motion duly made and seconded, the following Resolutions were adopted by at least a majority of those present:

WHEREAS, each shareholder of Park Knoll has entered into a standard form proprietary lease that permits such shareholder to occupy an apartment at Park Knoll;

WHEREAS, the standard form proprietary lease presently expires on December 31, 2035;

WHEREAS, the Board has determined that it is in the best interests of Park Knoll and its shareholders to extend the term of the proprietary lease so that the terms of mortgages for individual shareholders do not expire after the term of the proprietary lease;

WHEREAS, Article V, Section I of the By-Laws of Park Knoll provide that, "*the term of all proprietary leases shall be uniformly extended or renewed if so determined by...the Board of Directors....*"

NOW THEREFORE, the Directors of Park Knoll adopt the following:

RESOLVED, that the term of the standard form proprietary lease for Park Knoll be extended from December 31, 2035 to and include December 31, 2065;

It is further RESOLVED, that the lease extension shall be binding upon lessees of the standard form proprietary lease of Park Knoll; and,

It is further RESOLVED, that this resolution shall not affect the right of any holder of unsold shares, nor the rights granted to secured parties.

Date of Meeting: December 2, 2009
Time of Meeting: 7:00 p.m.
Location of Meeting: Park Knoll Owners
West Harrison, New York

CERTIFIED TRUE AND ACCURATE:

Secretary, Park Knoll Owners Inc.

By: 
Signature

David M. Palumbo
Print Name

Date Signed: 12/2/09

Document Number 3

Building:
Apt. No:
Shares:
Parking Space(s): See Exhibit A
Shares: See Exhibit A

PARK KNOLL OWNERS, INC.

Lessor,

TO

Lessee.

PROPRIETARY LEASE

DREYER AND TRAUB
101 Park Avenue
New York, New York 10178

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PROPRIETARY LEASE

Proprietary Lease, made as of _____, 19____, by and between
"Park Knoll Owners, Inc.", a New York corporation, having an office at c/o
Garthchester Realty Ltd, 209 Garth Road, Scarsdale, New York 10583,
hereinafter called the Lessor, and

hereinafter called Lessee.

Whereas, the Lessor is the owner of the land and the buildings
erected thereon (collectively called the "Property") in the Village of
Harrison, County of Westchester and State of New York, known as and by
the street numbers 35, 39, 43, 49, 53, 57, 61, 67, 71, 75, 79, 85, 89, 93, 97,
103, 107, 111, 115, 121, 125, 129, 133, 137, 161, 165, 169, 171, 175, 189, 193,
197, 201, and 205 Columbus Avenue and 34, 38, 42, 48, 52, 56, 62, 66, 70, 74,
88, 92, 96, 126, 130, 134, 138, 142, 146, 150, 154, 192, and 196 Underhill
Avenue, Harrison, New York, hereinafter called the "Buildings" or
"Building"; and

Whereas, the Lessee is the owner of _____ shares of the Lessor, to
which this lease is appurtenant and which have been allocated to apartment
_____ at the Property (hereafter called the "Apartment"); and

Whereas, certain shares of the Lessor have been allocated to
automobile parking spaces at the Property and Lessee is the owner of, and
this lease is appurtenant to, the shares of Lessor allocated to the automobile
parking space(s) at the Property, if any, specified in Exhibit A annexed
hereto and made part hereof;

DEMISED PREMISES; TERM

Now, therefore, in consideration of the premises, the Lessor hereby
leases to the Lessee, and the Lessee hires from the Lessor, subject to the
terms and conditions hereof, the Apartment and the automobile parking
space(s) at the Property, if any, specified in Exhibit A, for a term from
_____, 19____ until December 31, 2035 (unless sooner terminated as
hereinafter provided). As used herein "the Apartment" means the rooms in
the Buildings as partitioned on the date of the execution of this lease
designated by the above-stated apartment number, together with its
appurtenances and fixtures and any closets, terraces, balconies, roof, or
portion thereof outside of said partitioned rooms, which are allocated
exclusively to the occupant of the Apartment. As used herein "the parking
space(s)" means the automobile parking space (or spaces) at the Property, if
any, specified in said Exhibit A. Exhibit A may be amended from time to
time to add additional parking spaces or if no parking space is shown on
Exhibit A and a parking space is hereafter leased by Lessor to Lessee,
Exhibit A shall be amended to identify such parking space. In either case,

the provisions of this Proprietary Lease shall apply to the added or new parking space upon the Commencement Date shown in the third column of Exhibit A. If a parking space leased hereunder to Lessee shall hereafter be assigned in accordance with the terms of this Lease, Exhibit A shall be amended to show the date(s) on which the parking space(s), if any, are no longer covered by this Lease.

RENT (MAINTENANCE) HOW FIXED

1. (a) The rent (sometimes called maintenance) payable by the Lessee for each year, or portion of a year, during the term shall equal the proportion of the Lessor's cash requirements for such year, or portion of a year, which the number of shares of Lessor allocated to the Apartment and the parking space(s) bears to the total number of shares of the Lessor issued and outstanding on the date of the determination of such cash requirements. Such maintenance shall be payable in equal monthly installments in advance on the first day of each month, unless the Board of Directors of the Lessor (sometimes hereinafter called Directors) at the time of its determination of the cash requirements shall otherwise direct. Lessee shall also pay Lessee's pro rata share (determined in the same manner as maintenance) of any special maintenance charge that may be levied by Lessor from time to time to pay for any repair, alteration, or improvement to the corporate property, or any deficit from operations for a prior period, or other cash requirements. Such special maintenance charge shall be deemed additional rent and shall be payable in a lump sum or in periodic installments, as the Directors shall determine. The Lessee shall also pay such additional rent as may be provided for herein when due.

Accompanying Shares to Be Specified in Proprietary Leases

(b) In every Proprietary Lease heretofore executed by the Lessor there has been specified, and in every Proprietary Lease hereafter executed by it there will be specified, the number of shares of the Lessor issued to a lessee simultaneously therewith, which number, in relation to the total number of shares of the Lessor issued and outstanding, shall constitute the basis for fixing, as hereinbefore provided, the proportionate share of the Lessor's cash requirements which shall be payable as rent by the Lessee.

Cash Requirements Defined

(c) "Cash Requirements" whenever used herein shall mean the estimated amount in cash which the Directors shall from time to time in its judgment determine to be necessary or proper for (1) the operation, maintenance, care, alteration and improvement of the corporate property during the year or portion of the year for which such determination is made; (2) the creation of such reserve for contingencies, repairs, replacements and general operations as it may deem proper; and (3) the payment of any obligations, liabilities or expenses incurred or to be incurred, after giving consideration to (i) income expected to be received during such period (other

than rent from proprietary lessees), and (ii) cash on hand which the Directors in its discretion may choose to apply. The Directors may from time to time modify its prior determination and increase or diminish the amount previously determined as Cash Requirements of the corporation for a year or portion thereof. No determination of Cash Requirements shall have any retroactive effect on the amount of the rent payable by the Lessee for any period prior to the date of such determination. All determinations of cash requirements shall be conclusive as to all lessees of Lessor.

Authority Limited to Board of Directors

(d) Whenever in this paragraph or any other paragraph of this Lease, a power or privilege is given to the Directors, the same may be exercised only by the Directors, and in no event may any such power or privilege be exercised by a creditor, receiver or trustee.

Issuance of Additional Shares

(e) If the Lessor shall hereafter issue shares (whether now or hereafter authorized) in addition to those issued on the date of the execution of this lease, the holders of the shares hereafter issued shall be obligated to pay rent at the same rate as the other proprietary lessees from and after the date of issuance. If any such shares be issued on a date other than the first or last day of the month, the rent for the month in which issued shall be apportioned. The Cash Requirements as last determined shall, upon the issuance of such shares, be deemed increased by an amount equal to such rent.

Paid-In-Surplus

(f) The Directors may from time to time as may be proper determine how much of the maintenance and other receipts, when received, shall be credited on the corporate accounts to "Paid-in-Surplus" (but not more than such amount as represents payments on account of principal of mortgages on the property and other capital expenditures). Unless the Directors shall determine otherwise, the amount of payments on account of principal of any mortgages shall be credited to Paid-In-Surplus.

Failure to Fix Cash Requirements

(g) The failure of the Directors to determine the Lessor's cash requirements for any year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof, or a release of the Lessee from the obligation to pay the maintenance or any installment thereof, but the maintenance computed on the basis of the cash requirements as last determined for any year or portion thereof shall thereafter continue to be the maintenance until a new determination of cash requirements shall be made.

Special Maintenance Charge

(h) In the event the Lessor levies a special maintenance charge for the purpose of making a capital repair, improvement or addition pursuant to subparagraph (a) of this paragraph 1 and Lessor fails to undertake such work within 12 months from the date the charge is levied, then the amount so levied from each tenant-shareholder of Lessor shall be offset against the next monthly maintenance charges payable by him.

Limitation on Cash Requirements

(i) Anything in this Lease to the contrary notwithstanding, in the event the Lessor determines to increase the rent or levy a special maintenance charge to establish a general reserve for replacement or for unspecified repairs, additions or improvements, such reserve may in no event exceed 5% of the maintenance charges payable for such year.

LESSOR'S REPAIRS

2. The Lessor shall at its expense keep in good repair all of the Buildings including all of the apartments, the sidewalks and courts surrounding the same, and its equipment and apparatus except those portions the maintenance and repair of which are expressly stated to be the responsibility of the Lessee pursuant to Paragraph 18 hereof.

SERVICES BY LESSOR

3. The Lessor shall maintain and manage the Buildings as a first class apartment building, and shall keep the elevators and the public halls, cellars and stairways clean and properly lighted and heated, and shall provide the number of attendants requisite, in the judgment of the Directors, for the proper care and service of the Buildings, and shall provide the Apartment with a proper and sufficient supply of hot and cold water and of heat, and if there be central air conditioning equipment supplied by the Lessor, air conditioning when deemed appropriate by the Directors. The covenants by the Lessor herein contained are subject, however, to the discretionary power of the Directors to determine from time to time what services and what attendants shall be proper and the manner of maintaining and operating the Buildings, and also what existing services shall be increased, reduced, changed, modified or terminated.

*Parker/
Maintenance
Staff*

DAMAGE TO APARTMENT OR BUILDINGS

4. (a) If the Apartment or the means of access thereto, the parking space(s) or the means of access thereto or the Buildings shall be damaged by fire or other cause covered by multiperil policies commonly carried by cooperative corporations in Westchester County (any other damage to be repaired by Lessor or Lessee pursuant to Paragraphs 2 and 18, as the case may be), the Lessor shall at its own cost and expense, with

reasonable dispatch after receipt of notice of said damage, ~~repair or replace~~ or cause to be repaired or replaced, with materials of a kind and quality then customary in buildings of the type of the Buildings, the Apartment, and the means of access thereto, including the walls, floors, ceilings, pipes, wiring and conduits in the Apartment. Anything in this Paragraph or Paragraph 2 to the contrary notwithstanding, Lessor shall not be required to repair or replace, or cause to be repaired or replaced, equipment, fixtures, furniture, furnishings or decorations installed by the Lessee or any of his predecessors in title nor shall the Lessor be obligated to repaint or replace wallpaper or other decorations in the Apartment or to refinish floors located therein.

Rent Abatement

(b) In case the damage resulting from fire or other cause shall be so extensive as to render the Apartment partly or wholly untenable, or one or more of the parking space(s), if any, wholly unusable, or if the means of access to the Apartment or one or more parking space(s), if any, shall be destroyed, the rent hereunder shall proportionately abate until the Apartment or the parking space(s), as the case may be, shall again be rendered wholly tenable or usable as the case may be, or the means of access restored; but if said damage shall be caused by the act or negligence of the Lessee or the agents, employees, guests or members of the family of the Lessee or any occupant of the Apartment or user (with Lessee's acquiescence) of the parking space, if any, such rental shall abate only to the extent of the rental value insurance, if any, collected by Lessor with respect to the Apartment or the parking space(s).

Expiration of Lease Due to Damage

(c) If the Directors shall determine that (i) the Buildings are totally destroyed by fire or other cause, or (ii) the Buildings are so damaged that they cannot be repaired within a reasonable time after the loss shall have been adjusted with the insurance carriers, or (iii) the destruction or damage was caused by hazards which are not covered under the Lessor's insurance policies then in effect, and if in any such case the record holders of at least two-thirds of the issued shares at a shareholders' meeting duly called for that purpose held within one hundred twenty (120) days after the determination by the Directors, shall vote not to repair, restore or rebuild, then upon the giving of notice pursuant to Paragraph 31 hereof, this Lease and all other Proprietary Leases and all right, title and interest of the parties thereunder and the tenancies thereby created, shall thereupon wholly cease and expire and rent shall be paid to the date of such destruction or damage. The Lessee hereby waives any and all rights under Section 227 of the Real Property Law and in no event shall the Lessee have any option or right to terminate this Lease, except as provided herein.

Waiver of Subrogation

(d) Lessor agrees to use its best efforts to obtain a provision in all insurance policies carried by it waiving the right of subrogation against the Lessee; and, to the extent that any loss or damage is covered by the Lessor by any insurance policies which contain such waiver of subrogation, the Lessor releases the Lessee from any liability with respect to such loss or damage. In the event that Lessee suffers loss or damage for which Lessor would be liable, and Lessee carries insurance which covers such loss or damage and such insurance policy or policies contain a waiver of subrogation against the Landlord, then in such event Lessee releases Lessor from any liability with respect to such loss or damage.

INSPECTION OF BOOKS OF ACCOUNT-ANNUAL REPORT

5. The Lessor shall keep full and correct books of account at its principal office or at such other place as the Directors may from time to time determine, and the same shall be open during all reasonable hours to inspection by the Lessee or a representative of the Lessee. The Lessor shall deliver to the Lessee within a reasonable time after the end of each fiscal year an annual report of corporate financial affairs, including a balance sheet and a statement of income and expenses, certified by an independent certified public accountant.

CHANGES IN TERMS AND CONDITIONS OF PROPRIETARY LEASES

6. Each proprietary lease shall be in the form of this Lease, unless a variation of any lease is authorized by Lessees owning at least two-thirds (2/3rds) of the Lessor's shares then issued and executed by the Lessor and Lessee affected. The form and provisions of all the proprietary leases then in effect and thereafter to be executed may be changed by the approval of Lessees owning at least seventy-five (75%) percent of the Lessor's shares then issued, and such changes shall be binding on all Lessees even if they did not vote for such changes except that the proportionate share of rent or cash requirements payable by any lessee may not be increased nor may his right to cancel the Lease under the conditions set forth in Paragraph 35 be eliminated or impaired without his express consent. Approval by Lessees as provided for herein shall be evidenced by written consent or by affirmative vote taken at a meeting called for such purpose. Notwithstanding the foregoing, in no event shall any change in the form of proprietary lease and any of the provisions thereof be made which shall adversely affect certain rights granted to the Secured Party (its successors or assigns) under a Recognition Agreement referred to in Paragraph 17(b) below, unless the Secured Party affected thereby shall have agreed to each such change.

PENTHOUSE, TERRACES AND BALCONIES

7. If the Apartment includes a terrace, balcony, or a portion of the roof adjoining a penthouse, the Lessee shall have and enjoy the exclusive use of the terrace or balcony or that portion of the roof appurtenant to the penthouse, subject to the applicable provisions of this Lease and to the use of the terrace, balcony or roof by the Lessor to the extent herein permitted. The Lessee's use thereof shall be subject to such regulations as may, from time to time, be prescribed by the Directors. The Lessor shall have the right to erect equipment on the roof, including radio and television aerials and antennas, for its use and the use of the lessees in the Buildings and shall have the right of access thereto for such installations and for the repair thereof. The Lessee shall keep the terrace, balcony, or portion of the roof appurtenant to his Apartment clean and free from snow, ice, leaves and other debris and shall maintain all screens and drain boxes in good condition. No planting, fences, structures or lattices shall be erected or installed on the terraces, balconies, or roof of the Building without the prior written approval of the Lessor. No cooking shall be permitted on any terraces, balconies or the roof of the Building, nor shall the walls thereof be painted by the Lessee without the prior written approval of the Lessor. Any planting or other structures erected by the Lessee or his predecessor in interest may be removed and restored by the Lessor at the expense of the Lessee for the purpose of repairs, upkeep or maintenance of the Building.

ASSIGNMENT OF LESSOR'S RIGHTS AGAINST OCCUPANT

8. If at the date of the commencement of this Lease, any third party shall be in possession or have the right to possession of the Apartment and parking space(s), if any, then the Lessor hereby assigns to the Lessee all of the Lessor's rights against said third party from and after the date of the commencement of the term hereof, and the Lessee by the execution hereof assumes all of the Lessor's obligations to said third party from said date. The Lessor agrees to cooperate with the Lessee, but at the Lessee's expense, in the enforcement of the Lessee's rights against said third party.

CANCELLATION OF PRIOR AGREEMENTS

9. If at the date of the commencement of this Lease, the Lessee has the right to possession of the Apartment and parking space(s), if any, under any agreement or statutory tenancy, this Lease shall supersede such agreement or statutory tenancy which shall be of no further effect after the date of commencement of this Lease, except for claims theretofore arising thereunder.

QUIET ENJOYMENT

10. The Lessee, upon paying the rent and performing the covenants and complying with the conditions on the part of the Lessee to be performed as herein set forth, shall, at all times during the term hereby

granted, quietly have, hold and enjoy the Apartment and parking space(s), if any, without any let, suit, trouble or hindrance from the Lessor, subject, however, to the rights of present tenants or occupants of the Apartment and parking space(s), if any, and subject to any and all mortgages and any underlying or overriding lease or ground lease (any such leases being hereinafter collectively called "Ground Lease") of the land and Buildings, as provided in Paragraph 22 below.

INDEMNITY

11. The Lessee agrees to save the Lessor harmless from all liability, loss, damage and expense arising from injury to person or property occasioned by the failure of the Lessee to comply with any provision hereof, or due wholly or in part to any act, default or omission of the Lessee or of any person dwelling or visiting in the Apartment or using, with the acquiescence of Lessee, the parking space(s), if any, or by the Lessor, its agents, servants or contractors when acting as agent for the Lessee as in this Lease provided. This Paragraph shall not apply to any loss or damage when Lessor is covered by insurance which provides for waiver of subrogation against the Lessee.

PAYMENT OF RENT

12. The Lessee will pay the rent to the Lessor upon the terms and at the times herein provided, without any deduction on account of any set-off or claim which the Lessee may have against the Lessor. The Board of Directors of the Lessor has the right to assess a late charge if the Lessee shall fail to pay any installment of rent promptly and to assess a charge for a "dishonored check" from Lessee, such charges and period of time after which a payment shall be deemed late to be determined by the Lessor's Board of Directors, in its sole discretion. Any such additional charges shall be deemed additional rent hereunder.

HOUSE RULES

13. The Lessor has adopted House Rules which are appended hereto, and the Directors may alter, amend or repeal such House Rules and adopt new House Rules, provided such new or revised House Rules are not inconsistent with the provisions of this Lease. This Lease shall be in all respects subject to such House Rules which, when a copy thereof has been furnished to the Lessee, shall be taken to be part hereof, and the Lessee hereby covenants to comply with all such House Rules and see that they are faithfully observed by the family, guests, employees and subtenants of the Lessee. Breach of a House Rule shall be a default under this Lease. The Lessor shall not be responsible to the Lessee for the non-observance or violation of House Rules by any other lessee or person.

USE OF PREMISES

14. (a) The Lessee may use the Apartment for (i) residential purposes and (ii) any home occupation use permitted under applicable zoning law, building code or other rules and regulations of governmental authorities having jurisdiction, and for no other purpose unless otherwise consented to in writing by the Apartment Corporation. The Lessee shall not, without the written consent of the Lessor and on such conditions as Lessor may prescribe, occupy or use the Apartment or permit the same or any part hereof to be occupied or used for any purpose other than (i) as a private dwelling for the Lessee and Lessee's spouse, their children, grandchildren, parents, grandparents, brothers and sisters and domestic employees, and (ii) any permitted home occupation as aforesaid, and in no event shall more than one family occupy the Apartment at one time.

If Lessee is, an individual, corporation, partnership, fiduciary, or other entity, the Apartment may be occupied only by said individual, or by a designated officer, director, stockholder, or employee of such corporation, or by a designated partner or employee of such partnership, or by said fiduciary (including designated officers, directors, stockholders, or employees of corporate fiduciaries), or by the beneficiary of said fiduciary, or by a principal or designated employee of such other entity, respectively, or by members of the immediate family of any of the foregoing. If Lessee is not an individual, then within thirty days after this Lease is issued to Lessee, Lessee shall notify Lessor or Lessor's Managing Agent of the name of the officer, director, stockholder, partner, principal or employee designated by Lessee to occupy the Apartment. The person so designated may be changed from time to time by Lessee by similar written notice to Lessor or Lessor's Managing Agent. However, all designees must be bona fide officers, directors, stockholders, partners, principals or employees of Lessee and, under no circumstances, may more than one family occupy the Apartment at one time.

Guests are permitted to occupy the Apartment only when Lessee (or, if Lessee is not an individual, the designee of Lessee) or members of the Lessee's or such designee's immediate family personally (i.e., physically) occupy the Apartment.

The foregoing restrictions are subordinate to the agreement with Lessee who is a holder of Unsold Shares (as defined in the Offering Plan pursuant to which the Lessor acquired the Property), which agreement grants lessee-holder of Unsold Shares superior rights that are paramount and supersede any contrary or inconsistent provision of this Lease as provided in Paragraph 52 below.

(b) The Lessee shall not use any of the parking space(s), except for the parking of a private passenger automobile owned or leased by the Lessee or any other person occupying the Apartment as permitted by this Lease; provided, however, that if the shares allocated to the parking space(s) to which this Lease is appurtenant are held by a holder of Unsold

Shares, such parking space(s) may be used by the subtenant(s) of the holder of Unsold Shares (regardless of whether such subtenants occupy the subject Apartment or other apartments in the Buildings) or by purchasers of any of the shares held by such holder of Unsold Shares (regardless of whether such purchased shares are allocated to the subject Apartment or other apartments in the Buildings) or by other persons occupying the Apartment or apartments subleased to such subtenant(s) or purchased by such purchaser(s).

No repairs, servicing or any other work on the Lessee's (or other occupant's) automobile shall be done, permitted or suffered by the Lessee while said vehicle is in any portion of the Property.

SUBLETTING

15. (a) Except as provided in Paragraph 14(b) above or in the agreement with the holder of Unsold Shares referred to in Paragraph 52 below, the Lessee shall not sublet the whole or any part of the Apartment or the parking space(s) or renew or extend any previously authorized sublease of the Apartment or parking space(s), unless consent thereto shall have been duly authorized by a resolution of the Directors, or given in writing by a majority of the Directors or, if the Directors shall have failed or refused to give such consent, then by Lessees owning at least sixty-five (65%) percent of the then issued shares of the Lessor. Consent by Lessees as provided for herein shall be evidenced by written consent or by affirmative vote taken at a meeting called for such purpose. Any consent to subletting may be subject to such conditions as the Directors or Lessees, as the case may be, may impose. There shall be no limitation on the right of Directors or Lessees to grant or withhold consent, for any reason or for no reason, to a subletting. No consent to a subletting shall operate to release the Lessee from any obligation hereunder.

(b) Except for the exemption in favor of a holder of Unsold Shares in the agreement referred to in Paragraph 52, Lessee shall pay Lessor and/or Lessor's managing agent or counsel the sum approved by Lessor to cover the reasonable legal fee or expenses incurred in connection with such subletting.

ASSIGNMENT

16. (a) The Lessee shall not assign this Lease or transfer the shares to which it is appurtenant or any interest therein, and no such assignment or transfer shall take effect as against the Lessor for any purpose until:

(i) an instrument of assignment in form approved by Lessor executed and acknowledged by the assignor shall be delivered to the Lessor; and

(ii) an agreement executed and acknowledged by the assignee in form approved by Lessor assuming and agreeing to be

bound by all the covenants and conditions of this Lease to be performed or complied with by the Lessee on and after the effective date of said assignment shall have been delivered to the Lessor, or, at the request of the Lessor, the assignee shall have surrendered the assigned lease and entered into a new lease in the same form for the remainder of the term, in which case the Lessee's Lease shall be deemed cancelled as of the effective date of said assignment; and

(iii) all shares of the Lessor to which this Lease is appurtenant shall have been transferred to the assignee, with proper transfer taxes paid and stamps affixed; and

(iv) all sums due from the Lessee shall have been paid to the Lessor, together with a sum to be fixed by the Directors of Lessor to be paid to Lessor and/or Lessor's managing agent or counsel to cover the reasonable legal fee and other expenses incurred in connection with such assignment and transfer of shares (subject to the exemption from fees and expenses (other than stock transfer stamps) in favor of a holder of Unsold Shares in the agreement referred to in Paragraph 52 below); and

(v) a search or certification from a title or abstract company as the Directors may require shall be delivered to Lessor; and

(vi) except in the case of an assignment, transfer or bequest of the shares and this Lease to the Lessee's spouse or adult siblings or adult children or parents, and except as otherwise provided in the agreement with the holder of Unsold Shares referred to in Paragraph 52 below, consent to such assignment shall have been authorized by resolution of the Directors, or given in writing by a majority of the Directors; or, if the Directors shall have failed or refused to give such consent within thirty (30) days after submission of references to them or Lessor's agent, then by Lessees owning of record at least sixty-five (65%) percent of the then issued shares of the Lessor. Consent by Lessees as provided for herein shall be evidenced by written consent or by affirmative vote taken at a meeting called for such purpose in the manner as provided in the by-laws.

Transfer of Parking Spaces

(b) The Lessee shall not transfer the shares of the Lessor allocated to the parking space(s) to which this lease is appurtenant, or any interest therein, and no such transfer shall take effect as against the Lessor for any purpose, until:

(i) all shares of the Lessor allocated to a parking space to which this Lease is appurtenant shall have been transferred to an existing lessee-shareholder of Lessor or to an assignee of a

proprietary lease issued by Lessor who simultaneously therewith becomes an owner of the shares of the Lessor allocated to any apartment in the Buildings, with proper transfer taxes paid and stamps affixed (and all other taxes imposed upon the transfer of the shares by any governmental authority paid); and

(ii) Exhibit A hereto shall have been properly amended to evidence that this Lease is no longer appurtenant to the shares of the Lessor allocated to the parking space(s) (except if such shares shall have been transferred to the assignee of this Lease or this Lease shall have been surrendered immediately subsequent to the assignment hereof); and

(iii) All sums due from the Lessee shall have been paid to the Lessor, together with a sum to be fixed by the Directors of Lessor to be paid to Lessor and/or Lessor's managing agent or counsel to cover the reasonable legal fee and other expenses incurred in connection with such assignment and transfer of shares (subject to the exemption from fees and expenses (other than stock transfer stamps) in favor of a holder of Unsold Shares in the agreement referred to in Paragraph 52 below); and

(iv) The Lessor shall have received a search or certification from a title insurance or abstract company, and/or a credit report from a credit reporting company, as the Directors may require; and

(v) Except in the case of an assignment of this Lease and transfer of all of the shares to which this Lease is appurtenant to the assignee hereof, in which case consent thereto shall have been given in accordance with Paragraph 16(a) hereof, and except in the case of an assignment and transfer or bequest to the Lessee's spouse of this Lease and all of the shares to which this Lease is appurtenant, in which case no consent thereto shall be required, and except further as otherwise provided in the agreement referred to in Paragraph 52 of this Lease, consent to such transfer shall have been given in writing by the Lessor, which consent shall not be unreasonably withheld or delayed.

Consents: On Death of Lessee

(c) If the Lessee shall die, consent shall not be unreasonably withheld to an assignment of the Lease and shares to a financially responsible member of the Lessee's family (other than the Lessee's spouse, adult siblings or adult children or parents as to whom no consent is required).

**Consents Generally: Stockholders' and
Directors' Obligations to Consent**

(d) There shall be no limitation, except as above specifically provided, on the right of Directors or Lessees to grant or withhold consent, for any reason or for no reason, to an assignment.

Release of Lessee Upon Assignment

(e) If the Lease shall be assigned in compliance herewith, the Lessee-assignor shall have no further liability on any of the covenants of this Lease to be thereafter performed.

(f) The Lessee shall not acquire, and this Lease shall not become appurtenant to, the shares of the Lessor allocated to any parking space at the Property to which this Lease is not then appurtenant, until the transferor of such shares to the Lessee has complied with all the provisions of Paragraph 16(b) of such transferor's proprietary lease (which provisions are the same in all proprietary leases covering apartments and parking spaces at the Property) and Exhibit A hereto shall have been properly amended to evidence the acquisition of such shares by the Lessee.

Further Assignment or Subletting

(g) Regardless of any prior consent theretofore given, neither the Lessee nor his executor, nor administrator, nor any trustee or receiver of the property of the Lessee, nor anyone to whom the interests of the Lessee shall pass by law, shall be entitled further to assign this Lease, or to sublet the Apartment or parking space(s), or any part thereof, except upon compliance with the requirements of this Lease.

Statement by Lessor

(h) If this Lease is then in force and effect, Lessor will, upon request of Lessee, deliver to the assignee a written statement that this Lease remains on the date thereof in force and effect; but no such statement shall be deemed an admission that there is no default under the Lease.

Limitation on Shares Held by Non-Qualifying Tenant-Shareholders

(i) No greater than that number of shares (and their appurtenant Leases) may be held by, or transferred to, other than "qualified tenant-shareholders" (as such term is then defined in Section 216(b)(1)(D) of the Internal Revenue Code or any successor statute), as would cause Lessor, in the year so held or transferred, to report more than fifteen (15%) percent of its gross income (for purposes of said Section 216) to be derived from other than "qualified tenant-shareholders". If the eighty (80%) percent gross income requirement of said Section 216 shall be modified, the fifteen (15%)

percent limitation set forth in the preceding sentence shall be correspondingly increased or decreased.

PLEDGE OF SHARES AND LEASE

17. (a) A pledge of this Lease and the shares to which it is appurtenant shall not be a violation of this Lease; but, except as otherwise provided in a separate agreement with such pledgee or with a holder of Unsold Shares, neither the pledgee nor any transferee of the pledged security shall be entitled to have the shares transferred of record on the books of the Lessor, nor to vote such shares, nor to occupy or permit the occupancy by others of the Apartment or the parking space(s), if any, nor to sell such shares or this Lease, without first obtaining the consent of the Lessor in accordance with and after complying with all of the provisions of Paragraphs 14, 15 or 16, as the case may be. The acceptance by Lessor of payments by the pledgee or any transferee of the pledged security on account of rent or additional rent shall not constitute a waiver of the aforesaid provisions.

Secured Party

(b) Notwithstanding the provisions of subparagraph (a) of this Paragraph 17 or any other provision of this Lease to the contrary, if requested by Lessee, Lessor will enter into an agreement (commonly known as a "Recognition Agreement") with a Secured Party, provided such Recognition Agreement is on the form approved by the Cooperative Housing Lawyers Group or such other form approved by the counsel to Lessor, provided further that Lessor reserves the right to impose conditions on signing the Recognition Agreement such as a restriction on the amount borrowed in connection with such pledge or a reasonable fee for Lessor or Lessor's managing agent or counsel to review such Recognition Agreement. The foregoing provisions are subject to the rights granted a holder of Unsold Shares in the agreement referred to in Paragraph 52 as well as the Cooperative Offering Plan for the Property and a certain separate "master recognition agreement" with the holder of Unsold Shares.

REPAIRS BY THE LESSEE

18. (a) The Lessee shall take possession of the Apartment and its appurtenances and fixtures and the parking space(s), if any, "as is" as of the commencement of the term hereof. Subject to the provisions of Paragraph 4 above, the Lessee shall keep the interior of the Apartment (including interior walls, floors and ceilings, but excluding windows, window panes, window frames, sashes, sills, entrance and terrace doors, frames and saddles) in good repair, shall do all of the painting and decorating required to his Apartment, including the interior of window frames, sashes and sills, and shall be solely responsible for the maintenance, repair, and replacement of plumbing, gas and heating fixtures and equipment and such refrigerators, dishwashers, removable and through-the-wall air conditioners, washing

machines, ranges and other appliances, as may be in the Apartment. Plumbing, gas and heating fixtures as used herein shall include exposed gas, steam and water pipes attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which the Lessee may install within the wall or ceiling, or under the floor, but shall not include gas, steam, water or other pipes or conduits within the walls, ceilings or floors or air conditioning or heating equipment which is part of the standard building equipment. The Lessee shall be solely responsible for the maintenance, repair and replacement of all lighting and electrical fixtures, appliances, and equipment, and all meters, fuse boxes or circuit breakers and electrical wiring and conduits from the junction box at the riser into and through the Lessee's Apartment. Any ventilator or air conditioning device which shall be visible from the outside of the Buildings shall at all times be painted by the Lessee in a standard color which the Lessor may select for the Buildings.

Odors and Noises

(b) The Lessee shall not permit unreasonable cooking or other odors to escape into the Buildings. The Lessee shall not permit or suffer any unreasonable noises or anything which will interfere with the rights of other lessees or unreasonably annoy them or obstruct the public halls or stairways.

Equipment and Appliances

(c) If, in the Lessor's sole judgment, any of the Lessee's equipment or appliances shall result in damage to the Buildings or poor quality or interruption of service to other portions of the Buildings, or overloading of, or damage to facilities maintained by the Lessor for the supplying of water, gas, electricity or air conditioning to the Buildings, or if any such appliances visible from the outside of the Buildings shall become rusty or discolored, the Lessee shall promptly, on notice from the Lessor, remedy the condition and, pending such remedy, shall cease using any appliance or equipment which may be creating the objectionable condition.

Rules and Regulations and Requirements of Mortgage

(d) The Lessee will comply with all the requirements of the Board of Fire Underwriters, insurance authorities and all governmental authorities and with all laws, ordinances, rules and regulations with respect to the occupancy or use of the Apartment and parking space(s), if any. If any mortgage or Ground Lease affecting the land or the Buildings shall contain any provisions pertaining to the right of the Lessee to make changes or alterations in the Apartment, or to remove any of the fixtures, appliances, equipment or installations, the Lessee herein shall comply with the requirements of such mortgage or mortgages and Ground Lease relating thereto. Upon the Lessee's written request, Lessor will furnish Lessee with copies of applicable provisions of each and every such mortgage.

LESSOR'S RIGHT TO REMEDY LESSEE'S DEFAULTS

19. If the Lessee shall fail for thirty (30) days after notice to make repairs to any part of the Apartment, its fixtures or equipment as herein required, or shall fail to remedy a condition which has become objectionable to the Lessor for reasons above set forth, or if the Lessee or any person dwelling in the Apartment shall request the Lessor, its agents or servants to perform any act not hereby required to be performed by the Lessor, the Lessor may make such repairs, or arrange for others to do the same, or remove such objectionable condition or equipment, or perform such act, without liability on the Lessor; provided that, if the condition requires prompt action, notice of less than thirty (30) days may be given or, in case of emergency, no notice need be given. In all such cases the Lessor, its agents, servants and contractors shall, as between the Lessor and Lessee, be conclusively deemed to be acting as agents of the Lessee and all contracts therefor made by the Lessor shall be so construed whether or not made in the name of the Lessee. If Lessee shall fail to perform or comply with any of the other covenants or provisions of this lease within the time required by a notice from Lessor (not less than five (5) days), then Lessor may, but shall not be obligated, to comply herewith, and for such purpose may enter upon the Apartment of Lessee. The Lessor shall be entitled to recover from the Lessee all expenses incurred or for which it has contracted hereunder, such expenses to be payable by the Lessee on demand as additional rent.

INCREASE IN RATE OF FIRE INSURANCE

20. The Lessee shall not permit or suffer anything to be done or kept in the Apartment or done or kept on the parking space(s), if any, which will increase the rate of fire insurance on the Buildings or the contents thereof. If, by reason of the occupancy or use of the Apartment or any parking space(s) by the Lessee, the rate of fire insurance on the Buildings or an Apartment or any parking space(s) or the contents of any of the foregoing shall be increased, the Lessee shall (if such occupancy or use continues for more than thirty (30) days after written notice from the Lessor specifying the objectionable occupancy or use) become personally liable for the additional insurance premiums incurred by Lessor or any lessee or lessees of Apartments in the Buildings or parking spaces on all policies so affected, and the Lessor shall have the right to collect the same for its benefit or the benefit of any such lessees as additional rent for the Apartment due on the first day of the calendar month following written demand therefor by the Lessor.

ALTERATIONS

21. (a) The Lessee shall not make any alteration, enclosure or addition to the parking space(s), if any, or in any manner physically separate the parking space(s), if any, from the surrounding spaces. The Lessee shall not, without first obtaining the written consent of the Lessor, which consent shall not be unreasonably withheld or delayed, make in the Apartment or

Buildings, or on any roof, penthouse, terrace or balcony appurtenant thereto, any alteration, enclosure or addition or any alteration of or addition to the water, gas, or steam risers or pipes, heating or air conditioning system or units, electrical conduits, wiring or outlets, plumbing fixtures, intercommunication or alarm system, or any other installation or facility in the Apartment or Buildings. The performance by Lessee of any work in the Apartment shall be in accordance with any applicable rules and regulations of the Lessor and governmental agencies having jurisdiction thereof. The Lessee shall not in any case install any appliances which will overload the existing wires or equipment in the Buildings.

Removal of Fixtures

(b) Without Lessor's written consent, the Lessee shall not remove any fixtures, appliances, additions or improvements from the Apartment or parking space(s), if any, except as hereinafter provided. If the Lessee, or a prior lessee, shall have heretofore placed, or the Lessee shall hereafter place in the Apartment, at the Lessee's own expense, any additions, improvements, appliances or fixtures, including but not limited to fireplace mantels, lighting fixtures, refrigerators, air conditioners, dishwashers, washing machines, ranges, woodwork, wall paneling, ceilings, special doors or decorations, special cabinet work, special stair railings or other built-in ornamental items, which can be removed without structural alterations or permanent damage to the Apartment, then title thereto shall remain in the Lessee and the Lessee shall have the right, prior to the termination of this Lease, to remove the same at the Lessee's own expense, provided: (i) that the Lessee at the time of such removal shall not be in default in the payment of rent or in the performance or observance of any other covenants or conditions of this lease; (ii) that the Lessee shall, at the Lessee's own expense, prior to the termination of this Lease, repair all damage to the Apartment which shall have been caused by either the installation or removal of any of such additions, improvements, appliances or fixtures; (iii) that if the Lessee shall have removed from the Apartment any articles or materials owned by the Lessor or its predecessor in title, or any fixtures or equipment necessary for the use of the Apartment, the Lessee shall either restore such articles and materials and fixtures and equipment and repair any damage resulting from their removal and restoration, or replace them with others of a kind and quality customary in comparable buildings and satisfactory to the Lessor; (iv) that if any mortgagee had acquired a lien on any such property prior to the execution of this Lease, Lessor shall first procure from such mortgagee its written consent to such removal, and any cost and expense incurred by the Lessor in respect thereof shall have been paid by the Lessee; and (v) that prior to any such removal, the Lessee shall give written notice thereof to the Lessor.

Surrender on Expiration of Term

(c) On the expiration or termination of this Lease, the Lessee shall surrender to the Lessor possession of the Apartment and the

parking space(s), if any, with all additions, improvements, appliances and fixtures then included therein, except as hereinabove provided. Any additions, improvements, fixtures or appliances not removed by the Lessee on or before such expiration or termination of this Lease shall, at the option of the Lessor, be deemed abandoned and shall become the property of the Lessor and may be disposed of by the Lessor without liability or accountability to the Lessee. Any other personal property not removed by the Lessee at or prior to the termination of this Lease may be removed by the Lessor to any place of storage and stored for the account of the Lessee without the Lessor in any way being liable for trespass, conversion or negligence by reason of any acts of the Lessor or of the Lessor's agents, or of any carrier employed in transporting such property to the place of storage, or by reason of the negligence of any person in caring for such property while in storage.

LEASE SUBORDINATE TO MORTGAGES AND GROUND LEASES

22. This Lease is and shall be subject and subordinate to all present and future Ground Leases and to any mortgages now or hereafter liens upon such leases or on the land and Buildings, or any portion thereof, and to any and all extensions, modifications, consolidations, renewals and replacements thereof and to all security agreements and chattel mortgages on personal property covered by any Ground Lease or mortgage. This clause shall be self-operative and no further instrument of subordination shall be required by any such mortgagee or ground lessee. In confirmation of such subordination the Lessee shall at any time, and from time to time, on demand, execute any instruments that may be required by any mortgagee, or by the Lessor, for the purpose of more formally subjecting this lease to the lien of any such mortgage or mortgages or Ground Leases, and the duly elected officers, for the time being, of the Lessor are and each of them is hereby irrevocably appointed the attorney-in-fact and agent of the Lessee to execute the same upon such demand, and the Lessee hereby ratifies any such instrument hereafter executed by virtue of the power of attorney hereby given.

In the event that a Ground Lease is executed and delivered to the holder of a mortgage or mortgages on such Ground Lease or to a nominee or designee of or a corporation formed by or for the benefit of such holder, the Lessee hereunder will attorn to such mortgagee or the nominee or designee of such mortgagee or to any corporation formed by or for the benefit of such mortgagee.

MECHANIC'S LIEN

23. In case a notice of mechanic's lien against the Buildings shall be filed purporting to be for labor or material furnished or delivered at the Buildings or the Apartment to or for the Lessee, or anyone claiming under the Lessee, the Lessee shall forthwith cause such lien to be discharged by payment, bonding or otherwise; and if the Lessee shall fail to do so within

ten (10) days after notice from the Lessor, then the Lessor may cause such lien to be discharged by payment, bonding or otherwise, without investigation as to the validity thereof or of any offsets or defenses thereto, and shall have the right to collect, as additional rent, all amounts so paid and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees and disbursements, together with interest thereon from the time or times of payment.

COOPERATION

24. The Lessee shall always in good faith endeavor to observe and promote the cooperative purposes for the accomplishment of which the Lessor is incorporated.

RIGHT OF ENTRY; KEY

25. The Lessor and its agents and their authorized workmen shall be permitted to visit, examine, or enter the Apartment and any storage space assigned to Lessee at any reasonable hour or the day upon notice, or at any time and without notice in case of emergency and shall be permitted to visit, examine or enter upon the parking space(s), if any, at any time and from time to time, without notice thereof, to make or facilitate repairs in any part of the Buildings or the property or to cure any default by the Lessee and to remove such portions of the walls, floors and ceilings of the Apartment and storage space as may be required for any such purpose, but the Lessor shall thereafter restore the Apartment and storage space to its proper and usual condition at Lessor's expense if such repairs are the obligation of Lessor or at Lessee's expense if such repairs are the obligation of Lessee or are caused by the act or omission of the Lessee or any of the Lessee's family, guests, agents, employees or subtenants. In order that the Lessor shall at all times have access to the Apartment or storage rooms for the purposes provided for in this Lease, the Lessee shall provide the Lessor with a key to each lock providing access to the Apartment or the storage rooms, and if any lock shall be altered or new lock installed, the Lessee shall provide the Lessor with a key thereto immediately upon installation. If the Lessee shall not be personally present to open and permit an entry at any time when an entry therein shall be necessary or permissible hereunder and shall not have furnished a key to Lessor, the Lessor or the Lessor's agents (but, except in an emergency, only when specifically authorized by an officer of the Lessor or an officer of the managing agent of Lessor) may forcibly enter the Apartment or storage space without liability for damages by reason thereof (if during such entry the Lessor shall accord reasonable care to the Lessee's property), and without in any manner affecting the obligations and covenants of this Lease. The right and authority hereby reserved do not impose, nor does the Lessor assume by reason thereof, any responsibility or liability for the care or supervision of the apartment, or any of the pipes, fixtures, appliances or appurtenances therein contained, except as herein specifically provided.

WAIVERS

26. The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the provisions of this Lease, or to exercise any right or option herein contained, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver, or a relinquishment for the future, of any such provisions, options or rights, but such provision, option or right shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless in a writing expressly approved by the Directors.

NOTICES

27. Any notice by or demand from either party to the other shall be duly given only if in writing and sent by certified or registered mail, return receipt requested: if by the Lessee, addressed to the Lessor at the Buildings with a copy sent by regular mail to the Lessor's managing agent; if to the Lessee, addressed to the Buildings. Either party may by notice served in accordance herewith designate a different address for service of such notice or demand. Notices or demands shall be deemed given on the date when mailed, except notices of change of address shall be deemed served when received.

REIMBURSEMENT OF LESSOR'S EXPENSES

28. If the Lessee shall at any time be in default hereunder and the Lessor shall incur any expense (whether paid or not) in performing acts which the Lessee is required to perform, or in instituting any action or proceeding based on such default, or defending, or asserting a counterclaim in, any action or proceeding brought by the Lessee, the expense thereof to the Lessor, including reasonable attorneys' fees and disbursements, shall be paid by the Lessee to the Lessor, on demand, as additional rent.

LESSOR'S IMMUNITIES

29. (a) The Lessor shall not be liable, except by reason of Lessor's negligence, for any failure or insufficiency of heat, or of air conditioning (where air conditioning is supplied or air conditioning equipment is maintained by the Lessor), water supply, electric current, gas, telephone, or elevator service or other service to be supplied by the Lessor hereunder, or for interference with light, air, view or other interests of the Lessee. No abatement of rent or other compensation or claim of eviction shall be made or allowed because of the making or failure to make or delay in making any repairs, alterations or decorations to the Buildings, or any fixtures or appurtenances therein, or for space taken to comply with any law, ordinance or governmental regulation, or for interruption or curtailment of any service agreed to be furnished by the Lessor, due to accidents,

alterations or repairs, or to difficulty or delay in securing supplies or labor or other cause beyond Lessor's control, unless due to Lessor's negligence. Nothing contained herein shall be deemed to limit Lessor's obligations (if any) under Section 235b of the Real Property Law.

Storage Space and Laundry

(b) If the Lessor shall furnish to the Lessee any storage bins or space, the use of the laundry, or any facility outside the Apartment, including but not limited to a television antenna, the same shall be deemed to have been furnished gratuitously by the Lessor under a revocable license. The Lessee shall not use such storage space for the storage of valuable or perishable property and any such storage space assigned to Lessee shall be kept by Lessee clean and free of combustibles. If washing machines or other equipment are made available to the Lessee, the Lessee shall use the same on the understanding that such machines or equipment may or may not be in good order and repair and that the Lessor is not responsible for such equipment, nor for any damage caused to the property of the Lessee resulting from the Lessee's use thereof, and that any use that Lessee may make of such equipment shall be at his own cost, risk and expense.

Automobiles and Other Property

(c) The Lessor shall not be responsible for any damage to any automobile or other vehicle left in the care of any employee of the Lessor by the Lessee, or by any user (with the acquiescence of Lessee) of the parking space(s), if any, and the Lessee hereby agrees to hold the Lessor harmless from any liability arising from any injury to person or property caused by or with such automobile or other vehicle while in the care of such employee. The Lessor shall not be responsible for any property left with or entrusted to any employee of the Lessor, or for the loss of or damage to any property within or without the Apartment by theft or otherwise.

WINDOW CLEANING

30. The Lessee will not require, permit, suffer or allow the cleaning of any window in the premises from the outside (within the meaning of Section 202 of the New York Labor Law) unless the equipment and safety devices required by law, ordinance, rules and regulations, including, without limitation, Section 202 of the New York Labor Law, are provided and used, and unless the industrial code of the State of New York is fully complied with; and the Lessee hereby agrees to indemnify the Lessor and its employees, other lessees, and the managing agent, for all losses, damages or fines suffered by them as a result of the Lessee's requiring, permitting, suffering or allowing any window in the premises to be cleaned from the outside in violation of the requirements of the aforesaid laws, ordinances, regulations and rules.

TERMINATION OF LEASE BY LESSOR

31. If upon, or at any time after, the happening of any of the events mentioned in subdivisions (a) to (j) inclusive of this Paragraph 31, the Lessor shall give to the Lessee a notice stating that the term hereof will expire on a date at least five (5) days thereafter, the term of this lease shall expire on the date so fixed in such notice as fully and completely as if it were the date herein definitely fixed for the expiration of the term, and all right, title and interest of the Lessee hereunder shall thereupon wholly cease and expire, and the Lessee shall thereupon quit and surrender the Apartment and parking space(s), if any, to the Lessor, it being the intention of the parties hereto to create hereby a conditional limitation, and thereupon the Lessor shall have the right to re-enter the Apartment and parking space(s), if any, and to remove all persons and personal property therefrom, either by summary dispossession proceedings, or by any suitable action or proceeding at law or in equity, or by force or otherwise, and to repossess the Apartment and parking space(s), if any, to this former state as if this Lease had not been made, and no liability whatsoever shall attach to the Lessor by reason of the exercise of the right of re-entry, re-possession and removal herein granted and reserved:

Lessee Ceasing to Own Accompanying Shares

(a) If the Lessee shall cease to be the owner of the shares to which this Lease is appurtenant, or if this Lease shall pass or be assigned to anyone who is not then the owner of all of said shares (other than an assignment of the shares for any parking space(s) pursuant to the terms of this Lease);

Lessee Becoming a Bankrupt

(b) If at any time during the term of this Lease (i) the then holder hereof shall be adjudicated a bankrupt under the laws of the United States; or (ii) a receiver of all of the property of such holder or of this Lease shall be appointed under any provision of the laws of the State of New York, or under any statute of the United States, or any statute of any state of the United States and the order appointing such receiver shall not be vacated within thirty (30) days; or (iii) such holder shall make a general assignment for the benefit of creditors; or (iv) any of the shares owned by such holder to which this lease is appurtenant shall be duly levied upon under the process of any court whatever unless such levy shall be discharged within thirty (30) days; or (v) this Lease or any of the shares to which it is appurtenant shall pass by operation of law or otherwise to anyone other than the Lessee herein named or a person to whom such Lessee has assigned this Lease in the manner herein permitted, but this subsection (v) shall not be applicable if this Lease shall devolve upon the executors or administrators of the Lessee and provided that within eight (8) months (which period may be extended by the Directors) after the death said Lessee the shares shall have been transferred to any assignee in accordance with Paragraph 16 hereof; or (vi)

this Lease or any of the shares to which it is appurtenant shall pass to anyone other than the Lessee herein named by reason of a default by the Lessee under a pledge or security agreement or a leasehold mortgage made by the Lessee;

Assignment, Subletting or Unauthorized Occupancy

(c) If there be an assignment of this Lease, or any subletting hereunder, without full compliance with the requirements of Paragraphs 15 or 16 hereof; or if any person not authorized by Paragraph 14 shall be permitted to use or occupy the Apartment and/or parking space(s), if any, and the Lessee shall fail to cause such unauthorized person to vacate the Apartment and/or parking space(s), if any, within ten (10) days after written notice from the Lessor;

Default in Rent

(d) If the Lessee shall be in default for a period of ten (10) days in the payment of any rent or additional rent or of any installment thereof and shall fail to cure such default within ten (10) days after written notice from the Lessor;

Default in Other Covenants

(e) If the Lessee shall be in default in the performance of any covenant or provision hereof, other than the covenant to pay rent, and such default shall continue for thirty (30) days after written notice from the Lessor; provided, however, that if said default consists of the failure to perform any act the performance of which requires any substantial period of time, then if within said period of thirty (30) days such performance is commenced and thereafter diligently prosecuted to conclusion without delay and interruption, the Lessee shall be deemed to have cured said default;

Lessee's Objectionable Conduct

(f) If at any time the Lessor shall determine, upon the affirmative vote of two-thirds (2/3rds) of its then Board of Directors, at a meeting duly called for that purpose, that because of objectionable conduct on the part of the Lessee, or of a person dwelling or visiting in the Apartment, repeated after written notice from Lessor, the tenancy of the Lessee is undesirable (it being understood, without limiting the generality of the foregoing, that repeatedly to violate or disregard the House Rules hereto attached or hereafter established in accordance with the provisions of this lease, or to permit or tolerate a person of dissolute, loose or immoral character to enter or remain in the Buildings or the Apartment, shall be deemed to be objectionable conduct);

Termination of All Proprietary Leases

(g) If at any time the Lessor shall determine, upon the affirmative vote of two-thirds (2/3rds) of its then Board of Directors at a meeting of such Directors duly called for that purpose, and the affirmative vote of the record holders of at least eighty (80%) percent in amount of its then issued shares, at a shareholders' meeting duly called for that purpose, to terminate all proprietary leases;

Destruction of Buildings

(h) If the Buildings shall be destroyed or damaged and the shareholders shall decide not to repair or rebuild as provided in Paragraph 4;

Condemnation

(i) If at any time the Buildings or a substantial portion thereof shall be taken by condemnation proceedings;

Lessee's Default Under Security Agreement

(j) If Lessee shall default in the payment or performance of any of Lessee's obligations under any pledge or other security agreement (the "Security Agreement") given a Secured Party (who has entered into a Recognition Agreement with Lessor pursuant to Paragraph 17(b) or the Cooperative Offering Plan for the Property), and written notice of such default is given to Lessor by the Secured Party or its counsel.

LESSOR'S RIGHTS AFTER LESSEE'S DEFAULT

32. (a) In the event the Lessor resumes possession of the Apartment and parking space(s), if any, either by summary proceedings, action of ejectment or otherwise, because of default by the Lessee in the payment of any rent or additional rent due hereunder, or on the expiration of the term pursuant to a notice given as provided in Paragraph 31 hereof upon the happening of any event specified in subsections (a) to (f) inclusive or (j) of Paragraph 31, Lessee shall continue to remain liable for payment of a sum equal to the rent which would have become due hereunder and shall pay the same in installments at the time such rent would be due hereunder. No suit brought to recover any installment of such rent or additional rent shall prejudice the right of the Lessor to recover any subsequent installment. After resuming possession, the Lessor may, at its option, from time to time (i) relet the Apartment and/or parking space(s), if any, for its own account, or (ii) relet the Apartment and/or parking space(s), if any, as the agent of the Lessee, in the name of the Lessee or in its own name, for a term or terms which may be less than or greater than the period which would otherwise have constituted the balance of the term of this Lease, and may grant concessions or free rent, in its discretion. Any reletting of the Apartment and/or parking space(s), if any, shall be deemed for the account

of the Lessee, unless within ten (10) days after such reletting the Lessor shall notify the Lessee that the premises have been relet for the Lessor's own account. The fact that the Lessor may have relet the Apartment and/or parking space(s), if any, as agent for the Lessee shall not prevent the Lessor from thereafter notifying the Lessee that it proposes to relet the Apartment and/or parking space(s), if any, for its own account. If the Lessor relets the Apartment as agent for the Lessee, it shall, after reimbursing itself for its expenses in connection therewith, including leasing commissions and a reasonable amount for attorneys' fees and expenses, and decorations, alterations and repairs in and to the Apartment and parking space(s), if any, apply the remaining avails of such reletting against the Lessee's continuing obligations hereunder. There shall be a final accounting between the Lessor and the Lessee upon the earliest of the four following dates: (A) the date of expiration of the term of this Lease as stated on page 1 hereof; (B) the date as of which a new proprietary lease covering the Apartment and/or parking space(s), if any, shall have become effective; (C) the date the Lessor gives written notice to the Lessee that it has relet the Apartment and/or parking space(s), if any, for its own account; (D) the date upon which all proprietary leases of the Lessor terminate. From and after the date upon which the Lessor becomes obligated to account to the Lessee, as above provided, the Lessor shall have no further duty to account to the Lessee for any avails of reletting and the Lessee shall have no further liability for sums thereafter accruing hereunder, but such termination of the Lessee's liability shall not affect any liabilities theretofore accrued.

Collection of Rent from Subtenants

(b) If the Lessee shall at any time sublet the Apartment or the parking space(s), if any, and shall default in the payment of any rent or additional rent, the Lessor may, at its option, so long as such default shall continue, demand and receive from the subtenant the rent due or becoming due from such subtenant to the Lessee, and apply the amount to pay sums due and to become due from the Lessee to the Lessor. Any payment by a subtenant to the Lessor shall constitute a discharge of the obligation of such subtenant to the Lessee, to the extent of the amount so paid. The acceptance of rent from any subtenant shall not be deemed a consent to or approval of any subletting or assignment by the Lessee, or a release or discharge of any of the obligations of the Lessee hereunder.

Sale of Shares

(c) Upon the termination of this lease under the provisions of subdivision (a) to (f) inclusive or (j) of Paragraph 31, the Lessee shall surrender to Lessor the certificate for the shares of the Lessor owned by the Lessee to which this Lease is appurtenant. Whether or not said certificate is surrendered, the Lessor may issue a new proprietary lease for the Apartment and parking space(s), if any, and issue a new certificate for the shares of the Lessor owned by the Lessee and allocated to the Apartment and parking space(s), if any, when a purchaser therefor is obtained, provided

that the issuance of such shares and such lease to such purchaser is authorized by a resolution of the Directors, or by a writing signed by a majority of the Directors or by Lessees owning, of record, at least a majority of the shares of the Lessor accompanying proprietary leases then in force. Upon such issuance the certificate owned or held by the Lessee shall be automatically cancelled and rendered null and void. The Lessor shall apply the proceeds received for the issuance of such shares first, towards the payment of Lessee's indebtedness hereunder (including interest, attorneys' fees and other expenses incurred by the Lessor); second, if said termination shall result pursuant to subdivision (j) of Paragraph 31 by reason of a default under the Security Agreement, towards the payment of Lessee's indebtedness under the Security Agreement (including all costs, expenses and charges payable by Lessee thereunder); and, third, if the proceeds are sufficient to pay the same, the Lessor shall pay over any surplus to the Lessee, but, if insufficient, the Lessee shall remain liable for the balance of the indebtedness due hereunder or (if applicable) under said Security Agreement. Upon the issuance of any such new proprietary lease and certificate, the Lessee's liability hereunder shall cease and the Lessee shall only be liable for rent and expenses accrued to that time. The Lessor shall not, however, be obligated to sell such shares and appurtenant lease or otherwise make any attempt to mitigate damages.

WAIVER OF RIGHT OF REDEMPTION

33. The Lessee hereby expressly waives any and all right of redemption in case the Lessee shall be disposed by judgment or warrant of any court or judge. The words "enter", "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

SURRENDER OF POSSESSION

34. Upon the termination of this Lease under the provisions of subdivisions (a) to (f) inclusive or (j) of Paragraph 31, the Lessee shall remain liable as provided in Paragraph 32 of this Lease. Upon the termination of this Lease under any other of its provisions, the Lessee shall be and remain liable to pay all rent, additional rent and other charges due or accrued and to perform all covenants and agreements of the Lessee up to the date of such termination. On or before any such termination the Lessee shall vacate the Apartment and parking space(s), if any, and surrender possession thereof to the Lessor or its assigns, and upon demand of the Lessor or its assigns, shall execute, acknowledge and deliver to the Lessor or its assigns any instrument which may reasonably be required to evidence the surrendering of all estate and interest of the Lessee in the Apartment, as well as in the Buildings of which it is a part, and in the parking space(s).

LESSEE'S OPTION TO CANCEL

35. (a) This Lease may be cancelled by the Lessee on any September 30th after the third anniversary of the consummation of the Plan

of cooperative organization pursuant to which proprietary leases were originally issued, upon complying with all the provisions hereinafter set forth. Irrevocable written notice of intention to cancel must be given by the Lessee to the Lessor on or before April 1 in the calendar year in which such cancellation is to occur. At the time of the giving of such notice of intention to cancel there must be deposited with the Lessor by the Lessee:

Deposits Required

(i) the Lessee's counterpart of this Lease with a written assignment in form required by the Lessor, in blank, effective as of August 31 of the year of cancellation, free from all subleases, tenancies, liens, encumbrances, pledges, security interests and other charges whatsoever (except rights of occupancy of third parties existing on the date the Lessor acquires title to the Buildings);

(ii) the Lessee's certificate for his shares of the Lessor, endorsed in blank for transfer and with all necessary transfer tax stamps affixed and with payment of any transfer taxes due thereon;

(iii) a written statement setting forth in detail those additions, improvements, fixtures or equipment which the Lessee has, under the terms of this Lease, the right to and intends to remove.

Removal of Fixtures; Possession

(b) All additions, improvements, appliances and fixtures which are removable under the terms of this Lease and which are enumerated in the statement made as provided in subdivision (iii) above shall be removed by the Lessee prior to August 31st of the year of cancellation, and on or before said August 31st the Lessee shall deliver possession of the Apartment and parking space(s), if any, to the Lessor in good condition with all required equipment, fixtures and appliances installed and in proper operating condition and free from all subleases and tenancies, liens, encumbrances, pledges, security interest and other charges and pay to the Lessor all rent, additional rent and other charges which shall be payable under this Lease up to and including the following September 30th.

Permission to Show and Occupy Premises

(c) The Lessor and its agents may show the Apartment and parking space(s), if any, to prospective Lessees, contractors and architects at reasonable times after notice of the Lessee's intention to cancel. After August 31st or the earlier vacating of the Apartment and parking space(s), if any, the Lessor and its agents, employees and Lessees may enter the Apartment and parking space(s), if any, occupy the same and make such alterations and additions therein as the Lessor may deem necessary or desirable without diminution or abatement of the rent due hereunder.

Effective Date of Cancellation

(d) If the Lessee is not otherwise in default hereunder and if the Lessee shall have timely complied with all of the provisions of subdivisions (a) and (b) hereof, then this Lease shall be cancelled and all rights, duties and obligations of the parties hereunder shall cease as of the September 30th fixed in said notice, and the shares of Lessor shall become the absolute property of the Lessor, provided, however, that the Lessee shall not be released from any indebtedness owing to the Lessor on said last mentioned date.

Rights on Lessee's Default

(e) If the Lessee shall give the notice but fail to comply with any of the other provisions of this Paragraph, the Lessor shall have the option at any time prior to September 30th (i) of returning to the Lessee this Lease, the certificate for shares and other documents deposited, and thereupon the Lessee shall be deemed to have withdrawn the notice of intention to cancel this Lease, or (ii) of treating this Lease as cancelled as of the September 30th named in the notice of intention to cancel as the date for the cancellation of such Lease, and bringing such proceedings and actions as it may deem best to enforce the covenants of the Lessee hereinabove contained and to collect from the Lessee the payments which the Lessee is required to make hereunder, together with reasonable attorneys' fees and expenses.

EXTENSION OF OPTION TO CANCEL

36. (a) If on April 1st in any year the total number of shares owned by Lessees holding Proprietary Leases who have given notice pursuant to Paragraph 35 of intention to cancel such Proprietary Leases on September 30th of said year, shall aggregate ten (10%) percent or more of the Lessor's outstanding shares, exclusive of treasury shares, then the Lessor shall, prior to April 30th in such year, give a written notice to the holders of all issued shares of the Lessor, stating the total number of shares then outstanding and in its treasury and the total number of shares owned by Lessees holding Proprietary Leases who have given notice of intention to cancel. In such case the proprietary lessees to whom such notice shall have been given shall have the right to cancel their leases in compliance with the provisions of Paragraph 35 hereof, provided only that written notice of the intention to cancel such leases shall be given on or before July 1st instead of April 1st.

Right of Lessees to Cancel

(b) If lessees owning at least eighty (80%) percent of the then issued and outstanding shares of the Lessor shall exercise the option to cancel their Proprietary Leases in one year, then this and all other Proprietary Leases shall thereupon terminate on the September 30th of the

year in which such options shall have been exercised, as though every lessee had exercised such option. In such event none of the lessees shall be required to surrender his shares to the Lessor and all certificates for shares delivered to the Lessor by those who had, during that year, served notice of intention to cancel their Proprietary Leases under the provisions hereof, shall be returned to such lessees.

CONTINUANCE OF COOPERATIVE MANAGEMENT OF BUILDING
AFTER ALL LEASES TERMINATED

37. No later than thirty (30) days after the termination of all Proprietary Leases, whether by expiration of their terms or otherwise, a special meeting of shareholders of the Lessor shall take place to determine whether (a) to continue to operate the Buildings as a residential apartment building, (b) to alter, demolish or rebuild the Buildings or any part thereof, or (c) to sell the Buildings and liquidate the assets of the Lessor, and the Directors shall carry out the determination made at said meeting of shareholders of the Lessor, and all of the holders of the then issued and outstanding shares of the Lessor shall have such rights as inure to shareholders of corporations having title to real estate.

FORECLOSURE-RECEIVER OF RENTS

38. Notwithstanding anything contained in this Lease, if any action shall be instituted to foreclose any mortgage on the land or the Buildings or the leasehold of the land or Buildings, the Lessee shall, on demand, pay to the receiver of the rents appointed in such action rent, if any, owing hereunder on the date of such appointment and shall pay thereafter to such receiver in advance, on the first day of each month during the pendency of such action, as rent hereunder, the rent for the Apartment and parking space(s), if any, as last determined and established by the Directors prior to the commencement of said action, and such rent shall be paid during the period of such receivership, whether or not the Directors shall have determined and established the rent payable hereunder for any part of the period during which such receivership may continue. The provisions of this Paragraph are intended for the benefit of present and future mortgagees of the land or the Buildings or the leasehold of the land or Buildings and may not be modified or annulled without the prior written consent of any such mortgage holder.

TO WHOM COVENANTS APPLY

39. The references herein to the Lessor shall be deemed to include its successors and assigns, and the references herein to the Lessee or to a shareholder of the Lessor shall be deemed to include the executors, administrators, legal representatives, legatees, distributees and permitted assigns of the Lessee or of such shareholder; and the covenants herein contained shall apply to, bind and inure to the benefit of the Lessor and its successors and assigns, and the Lessee and the executors, administrators, legal

representatives, legatees, distributees, successors and permitted assigns of the Lessee, except as hereinabove stated.

WAIVER OF TRIAL BY JURY

40. To the extent permitted by law, the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the Lessee's use or occupancy of the Apartment or parking space(s), if any, or any claim of damage resulting from any act or omission of the parties in any way connected with this Lease or the Apartment or parking space(s), if any.

LESSOR'S ADDITIONAL REMEDIES

41. In the event of a breach or threatened breach by Lessee of any provision hereof, the Lessee shall have the right of injunction and the right to invoke any remedy at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for, and the election of one or more remedies shall not preclude the Lessor from any other remedy.

LESSEE MORE THAN ONE PERSON

42. If more than one person is named as Lessee hereunder, the Lessor may require the signatures of all such persons in connection with any notice to be given or action to be taken by the Lessee hereunder, including, without limiting the generality of the foregoing, the surrender or assignment of this Lease, or any request for consent to assignment or subletting. Each person named as Lessee shall be jointly and severally liable for all of the Lessee's obligations hereunder. Any notice by the Lessor to any person named as Lessee shall be sufficient, and shall have the same force and effect, as though given to all persons named as Lessee.

EFFECT OF PARTIAL INVALIDITY

43. If any clause or provision herein contained shall be adjudged invalid, the same shall not affect the validity of any other clause or provision of this Lease, or constitute any cause of action in favor of either party as against the other.

NOTICE TO LESSOR OF DEFAULT

44. The Lessee may not institute an action or proceeding against the Lessor or defend, or make a counterclaim in any action by the Lessor related to the Lessee's failure to pay rent, if such action, defense or counterclaim is based upon the Lessor's failure to comply with its obligations under this Lease or any law, ordinance or governmental regulation

unless such failure shall have continued for thirty (30) days after the giving of written notice thereof by the Lessee to the Lessor.

UNITY OF SHARES AND LEASE

45. The shares of the Lessor held by the Lessee and allocated to the Apartment and parking space(s), if any, have been acquired and are owned subject to the following conditions agreed upon with the Lessor and with each of the other proprietary lessees for their mutual benefit:

(a) the shares represented by a stock certificate are transferable only if all of such shares allocated to the Apartment are transferred as an entirety and all of such shares allocated to a parking space, if any, are transferred as an entirety; and

(b) the shares shall not be transferred except to the Lessor or to an assignee of this Lease (except that the shares of the Lessor allocated to the parking space(s), if any, may be transferred in certain circumstances specified in Paragraph 16(b)(i) to the lessee of another Proprietary Lease covering an apartment at the Property) after compliance with all of the provisions of Paragraph 16 of this Lease relating to assignments.

CHARGES FOR GAS AND ELECTRICITY

46. If at any time or times during the terms of this Lease the consumption of gas or electricity, or both, in the Apartment is measured by a meter which also measures consumption outside the Apartment, the Lessor may determine from time to time by resolution of the Board of Directors thereof, the charges, if any, to be paid by the Lessee on account of such consumption of gas or electricity, or both, and any such charges shall be payable monthly in advance or in such payments or installments as shall be required by the Directors, and at such times as shall be provided in such resolution.

Such charges may be determined in the proportion that the number of shares of Lessor allocated to the Apartment bears to all shares of Lessor then issued and outstanding, or in the approximate proportion that the floor area of the Apartment bears to all floor areas measured by such meter, or such other equitable method as may be determined by the Directors.

NO DISCRIMINATION

47. The Lessor will not discriminate against any person because of his race, creed, religion, color, national origin, ancestry, sex or other ground proscribed by law when exercising any right reserved to it in this Lease.

MARGINAL HEADINGS

48. The marginal headings of the several Paragraphs of this lease shall not be deemed a part of this Lease.

CHANGES TO BE IN WRITING

49. The provisions of this Lease cannot be changed orally.

SENIOR CITIZEN REAL ESTATE TAX EXEMPTION

50. In the event Lessee or any sub-tenant of Lessee or occupant of the demised premises is a senior citizen and, as a result, the real estate taxes assessed against the Buildings are reduced by reason of the exemption afforded senior citizens under applicable law, then the maintenance charges payable to Lessor hereunder during such period of exemption shall be reduced concomitantly by the amount of such reduction in taxes.

RIGHTS OF EXISTING TENANT

51. If the Apartment is occupied by a sub-lessee at the time Lessor acquired title to the Buildings, Lessee agrees:

Waiver of Right to Evict Existing Tenant

(a) No eviction proceedings will be commenced at any time against the sub-lessee for any reason applicable to expiration of tenancy; provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the lessee or a similar breach by the sub-lessee of his obligations to the lessee of the Apartment; and provided further that Lessee may not commence an action to recover possession of the Apartment from a sub-lessee on the grounds that Lessee seeks the apartment for the use and occupancy of himself or his family.

Continuation of Rent Regulation

(b) If the Apartment is occupied by a sub-lessee who is subject to government regulation as to rentals and continued occupancy and resided in the Apartment prior to the conversion of the Buildings to cooperative ownership, such sub-lessee shall continue to be subject to said governmental regulations.

Rent Increases for Existing Sub-Tenant

(c) If the Apartment is occupied by a sub-lessee whose rental is not subject to government regulation as to rentals and continued occupancy or with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable, the rental

payable by such sub-lessee shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of sub-lessee's occupancy. In determining comparability, consideration shall be given to such factors as building services, level of maintenance and operating expenses.

RIGHTS AND OBLIGATIONS OF HOLDERS OF UNSOLD SHARES

52. The Lessor has entered into an agreement with the holder(s) of Unsold Shares (as such term is defined in the Cooperative Offering Plan for the Property) regarding the rights and obligations of the holder(s) of Unsold Shares. Said agreement is described in the Offering Plan in the section entitled "Unsold Shares" under the subsection "Rights and Obligations of Holders of Unsold Shares" and is appended as an Exhibit to, and incorporated by reference in, the Contract of Exchange by which the Lessor acquired the Property. The terms of such agreement are paramount over, and supersede any inconsistent or contrary provisions contained in, this and all other Proprietary Leases.

WAIVERS AND CONSENTS

53. The Lessor may waive any consent or approval required to be given by this Lease or may give such consent or approval in advance of any time required by this Lease, provided that such waiver, consent or approval is in writing and executed by Lessor or is authorized by the Cooperative Offering Plan for the Buildings and any Amendments thereto. In addition, if authorized by the Cooperative Offering Plan or any Amendments thereto, the Lessor may prospectively confer benefits upon or undertake obligations to one or more lessees.

IN WITNESS WHEREOF, the parties have executed this Lease.

Lessor:

PARK KNOLL OWNERS, INC.

By: _____
President
Secretary

Lessee:

(L.S.)

(L.S.)
Lessee.

Witnessed:

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the day of , in the year 19 , before me
personally appeared , to me known, who being by me
duly sworn, did depose and say that he resides at ,
that he is the of Park Knoll Owners, Inc., the corporation
described in and which executed the foregoing instrument; and that he
signed his name thereto by order of the Board of Directors of said
corporation.

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the day of , in the year 19 , before me
personally appeared , to me known and known to me to
be the individual described in and who executed the foregoing instrument,
and duly acknowledged to me that he executed the same.

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the day of , in the year 19 , before me
personally appeared , the subscribing witness to the
foregoing instrument, with whom I am personally acquainted, who being duly
sworn, did depose and say that he resides at , that he
knows , the individual described in and who executed
the foregoing instrument; that he, said subscribing witness, was present
and saw execute the same; and that he, said witness,
thereupon at the same time subscribed his name as witness thereto.

HOUSE RULES

(1) The public halls and stairways of the Buildings shall not be obstructed or used for any purpose other than ingress to and egress from the Apartments in the Buildings, and the fire towers shall not be obstructed in any way.

(2) No patient of any doctor who has offices in the Buildings shall be permitted to wait in the lobby.

(3) Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.

(4) No public hall above the ground floor of the Buildings shall be decorated or furnished by any Lessee in any manner without the prior consent of all of the Lessees to whose Apartments such hall serves as a means of ingress and egress; in the event of disagreement among such Lessees, the Board of Directors shall decide.

(5) No Lessee shall make or permit any disturbing noises in the Buildings or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's Apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the Buildings. No construction or repair work or other installation involving noise shall be conducted in any Apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.

(6) No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the Buildings.

(7) No awnings, window air-conditioning units or ventilators shall be used in or about the Buildings except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the Buildings without similar approval.

(8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Buildings, except such as shall have been approved in writing by the Lessor or the managing agent.

(9) No velocipedes, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the abovementioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the Buildings.

(10) Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.

(11) Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the Buildings and through the service elevator to the Apartments when such elevator is in operation.

(12) Trunks and heavy baggage shall be taken in or out of the Buildings through the service entrance.

(13) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the Buildings may direct.

(14) Water closets and other water apparatus in the Buildings shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose Apartment it shall have been caused.

(15) No Lessee shall send any employee of the Lessor out of the Buildings on any private business of a Lessee.

(16) No bird or animal shall be kept or harbored in the Buildings unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted on elevators or in any of the public portions of the Buildings unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the Buildings, or on the sidewalks or street adjacent to the Buildings.

(17) No radio or television aerial shall be attached to or hung from the exterior of the Buildings without the prior written approval of the Lessor or the managing agent.

(18) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the Buildings by another vehicle.

(19) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent.

(20) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

(21) Unless expressly authorized by the Board of Directors in each case, the floors of each Apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least eighty (80%) percent of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets and foyer.

(22) No group tour or exhibition of any Apartment or its contents shall be conducted, nor shall any auction sale be held in any Apartment without the consent of the Lessor or its managing agent.

(23) The Lessee shall keep the windows of the Apartment clean. In case of refusal or neglect of the Lessee during ten (10) days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the Apartment for the purpose and to charge the cost of such cleaning to the Lessee.

(24) The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatever with the same by Lessees or members of their families or their guests, employees or subtenants.

(25) Complaints regarding the service of the Buildings shall be made in writing to the managing agent of the Lessor.

(26) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

(27) If there be a garage in the Buildings, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.

(28) The following rules shall be observed with respect to incinerator equipment:

(i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.

(ii) Debris should be completely drip-free before it leaves the Apartment and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.

(iii) No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m., but shall be left in a neat

manner in service elevator area, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.

(iv) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at service elevator area between 10:00 a.m. and 6:00 p.m. and service employee summoned to dispose of them by way of the service elevator.

(v) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.

(vi) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.

(vii) The superintendent shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.

(29) No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep-holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

? (30) The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any Apartment at any reasonable hour of the day for the purpose of inspecting such Apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.

11 (31) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

EXHIBIT A

SHARES OF THE LESSOR ALLOCATED TO
THE AUTOMOBILE PARKING SPACE(S) AT
THE PROPERTY TO WHICH THIS LEASE
IS APPURTENANT:

<u>Number of Shares</u>	<u>Parking Space Location & Number (or Outdoor Space Designation)</u>	<u>Commencement Date of term with respect to the parking space</u>	<u>Termination Date on which the shares allocated to said parking space cease to be appurtenant to this Lease (if any)</u>
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LESSOR:
PARK KNOLL OWNERS, INC.

LESSEE:

By:

President
Secretary

(L.S.)

(L.S.)