

KINGSVIEW HOMES, INC.
125 Ashland Place, Brooklyn, N. Y. 11201

REVISED Proprietary Lease

THIS LEASE AGREEMENT (the "Lease") made _____, 200____, between KINGSVIEW HOMES, INC., a New York Corporation (the "Cooperative") and _____, Brooklyn, New York 11201 (the "Lessee").

WITNESSETH:

The Cooperative operates a housing development, known as "Kingsview," on cooperative principles; and

The Lessee is the owner of, or has subscribed to _____ shares of the capital stock and/or income debentures of the Cooperative, and is sometimes referred to herein as "the shareholder."

IN CONSIDERATION of the above statements and mutual promises, agreements and conditions contained in this Lease, the parties agree as follows:

1. *Term*

The Cooperative leases to the Lessee the apartment known as Apartment _____ in Building No. _____, known as _____ in the Borough of Brooklyn, City of New York (the "Apartment"), for a period to begin on _____, 20____, and to end on January 31, 2053, unless ended earlier as mentioned in this Lease.

2. *Occupancy*

The Apartment shall be occupied for residential purposes only and only by the Lessee, or the Lessee and the immediate family of the Lessee. As used in this Lease, "immediate family of the Lessee" shall be defined as the spouse, child, parent, grandchild, grandparent, sibling or "significant other" of the Lessee. "Significant other" as used in this Lease shall refer to a person who has had a long-term emotional and financial relationship with Lessee, which includes the intermingling of assets. The Apartment must be Lessee's primary residence, and violation of this provision shall be a material breach of this Lease. No dogs shall be permitted in the Apartment, even on a temporary basis.

3. *Rent*

(A) The Lessee agrees to pay to the Cooperative a monthly maintenance charge which is subject to change as described below (the "Rent"). The Lessee agrees that the rent will be paid on the first day of each and every month during the term of this Lease, at the office of the Cooperative on the site of Kingsview, or at any other place which the Cooperative may designate in writing.

(B) These monthly rent payments shall be considered payments on account of the Lessee's rental obligation to the Cooperative. Lessee's rent shall be determined by the Cooperative's Board of Directors (the "Board") in light of the Cooperative's operating experience. "Lessee's rental obligation" is defined as the Lessee's proportionate share of the annual operating costs of the Cooperative ("Cash Requirements"), including but not limited to, operating costs, interest, depreciation and/or amortization whichever is greater, taxes, insurance, vacancy and collection loss reserves, reserves for repairs and replacement, costs of capital improvements and all other legitimate project expenses. All or any part of Lessee's rent which is used or which is to be used to pay the Cooperative's mortgage amortization payments, other mortgage principal payments, or other capital expenditures, as well as any transfer fee paid to the Cooperative by the Lessee, may, in the discretion of the Board, be treated as paid-in surplus (i.e. paid-in capital), rather than income on the Cooperative's books. "Lessee's Proportionate Share" is defined as the same proportion which Lessee's rent bears at the beginning of this Lease to all rents for all apartments at Kingsview at the beginning of this Lease, plus adjustments made from time to time based upon increases.

(C) Rent rebates, if any, shall be paid in an amount and in the manner that the Board shall declare and determine. The decision of the Board shall be final and binding on Lessee. All rent rebates shall be in proportion to the Rent paid by Lessee during the period for which the rent rebates are given. The Lessee agrees to purchase additional stock and/or income debentures of the Cooperative at par or face value, to be paid for out of rent rebates, if any, if the Board shall so determine. The Lessee agrees that rent rebates made for or during the term of this Lease shall be applied to such purchase. The Lessee authorizes the Cooperative to credit any and all rent rebates toward the purchase price.

(D) The rental payable hereunder may be increased by the Board, proportionately based on the existing rental for all apartments at Kingsview. Such increases shall be made whenever the Board determines that the total of rentals payable per year for all residential apartments is less than the cash requirements of the Cooperative.

(E) The Board, from time to time and at its sole discretion, may require Lessee (and all other tenant-shareholders of the Cooperative) to pay a special assessment, which shall be based upon the "Lessee's Proportionate Share." Such special assessment shall be deemed additional rent.

4. *Changes and Alterations*

Lessee agrees not to make any changes, alterations, additions or improvements of any kind ("Changes") in or to the Apartment without the prior written consent of the Cooperative. All Changes shall be subject to approval by the Board under its rules and regulations. This approval may be conditioned on the Lessee's

agreement to restore the Apartment to its original condition when the Lease ends and upon Lessee's agreement to make the Changes in a manner and by a procedure approved by the Cooperative for the protection of the Cooperative, its property and the other lessees of the apartments at Kingsview.

5. *Repairs*

(A) Lessee shall take good care of the Apartment. The Lessee shall neither permit nor do any damage to the Apartment, except as may be caused by ordinary wear and tear. Lessee shall not drive nails in, drill into or disfigure any part of the Apartment or the building of which it forms a part (the "Building"). Lessee will not do anything to or in the Apartment or the Building which increases or is likely by reason of its hazardous nature to increase the rate of fire insurance upon the Building. Lessee will not permit the accumulation of refuse.

(B) At or before the end of this Lease, the Lessee will pay to the Cooperative the cost of repairing all damage to the Building or to the Apartment caused by Lessee or Lessee's family, guests, employees, subtenants or unauthorized assigns. This shall include any and all costs of repainting and redecorating to restore the Apartment to its original state, as determined by the Cooperative.

(C) Expenses for repairs to pipes, heating apparatus, electrical conduits, partitions, plumbing and drains, not caused by Lessee's misuse or neglect shall be paid by the Cooperative. Except as otherwise provided herein, all other expenses for repairs in the Apartment shall be paid by the Lessee.

(D) Upon termination of this Lease for any reason mentioned in this Lease, the Cooperative may repair, clean, paint or make replacements in the Apartment to put it in good condition for a prospective lessee. Lessee agrees to reimburse the Cooperative for all such costs upon demand.

(E) In the event Lessee is responsible for the repairs to another Apartment in the Building pursuant to paragraph (C), above, and refuses to make such repairs after five (5) days notice, Lessor shall have the right to make such repairs, and bill Lessee, as additional rent, all costs and expenses incurred by Lessor in making such repairs.

(F) In the event the Cooperative must make repairs in the apartment, unless such repairs and damage are caused by the negligence of the Cooperative (or its employees), the Cooperative shall not be responsible for any decoration in the Apartment (e.g. painting, wallpapering, etc.).

6. *Lessee's Duty to Obey Laws; Lessee's Conduct*

(A) *Compliance With Law.* Lessee shall obey all present and future State, City and Federal laws and rules and regulations of any governmental agency having jurisdiction and of the New York Board of Fire Underwriters (the "Governmental Authorities"), which laws, rules and regulations affect the Apartment and the Building or their use. Lessee shall comply, at Lessee's expense, with all notices given to the Cooperative or Lessee by any of the Governmental Authorities which arise from Lessee's use of the Apartment or the Building.

(B) *Conduct.* Lessee and Lessee's family, guests, employees and visitors shall strictly comply with the rules and regulations (the "Rules and Regulations") to be found on the back of or attached to this Lease, and all other reasonable rules and regulations adopted by the Cooperative or persons acting by the authority of the

Cooperative. All of the Rules and Regulations are made a part of this Lease. A violation of the Rules and Regulations shall be considered a substantial breach of a material provision of this Lease, which means it may constitute grounds for eviction.

(C) *Fees and Fines.* The Board shall have the right to establish fines (for violations of this Lease and the Rules and Regulations promulgated hereunder) and late fees for late payment of sums due the Cooperative. Such fines and fees shall not be the sole remedy of Cooperative in the event of a default, and the imposition of a fine(s) or fee(s) shall not preclude the Cooperative from seeking eviction (and other remedies) based on the same violation. Such fines and late fees shall be considered addition rent.

7. *Lessee's Liability*

During the term of this Lease, the Lessee shall indemnify the Cooperative and hold it harmless from all liability to persons or property arising from injury caused by the Lessee, Lessee's family, guests, servants, assigns or sub-tenants.

8. *Services*

Subject to the provisions of this Lease, during the usual hours, the Cooperative will furnish to the Lessee elevator service, hot and cold water in reasonable quantities and steam heat during the cold season of each year. The Cooperative will also be responsible for the cleaning, maintenance and repair of the hallways, stairways and the front entrance to the Building. The Cooperative will, at its own expense, furnish gas for cooking purposes only, and electricity for normal household purposes only. The Cooperative may discontinue provision of electricity without charge to Lessee if it provides for electric service to the Apartment directly through a meter or submeter which measures actual consumption by the Apartment. In such event, Lessee shall pay for electricity consumed as shown on the meter or submeter directly to the generating utility or the Cooperative as may be appropriate. Upon changing to metered electricity, the Rent shall be appropriately adjusted by the Cooperative to reflect decrease in the Cooperative's operating costs, if any.

9. *Appliances*

The Cooperative shall not be under any obligation to provide, replace, repair, maintain, or renovate ranges, dishwashers and refrigerators in the Apartment. The Cooperative may make reasonable rules and regulations with respect to installation and use of appliances by Lessee.

10. *Lessee's Right to Possession*

If and so long as the Lessee pays the rent and performs and observes the agreements and provisions of this Lease, the Lessee shall be entitled to quietly enjoy the Apartment, subject to the terms of this Lease.

11. *No Representations By Cooperative*

Lessee admits that neither Cooperative nor any person acting under the authority of the Cooperative has made any representation, statement, inducement or promise concerning the physical condition of the Building, the land on which it is erected, the Apartment, or Kingsview except as is mentioned in this Lease.

12. *Public Taking*

If the whole or any part of the Apartment or Building shall be taken or condemned by any competent Governmental Authority for any public or quasi-public use or purpose, then the term of this Lease shall end from the date such Governmental Authority becomes owner of the Apartment or Building. The Lessee shall have no claim for the value of any unexpired term of the Lease, and shall be deemed to have assigned to the Cooperative any claim for the value of the Lease. There shall be no apportionment of any compensation paid or awarded to the Cooperative. The Rent shall be apportioned to the date of termination of this Lease.

13. *Successor Interests*

The agreements contained in this Lease shall be binding upon and apply to the Cooperative and Lessee and their respective successors-in-interest. "Successors-in-Interest" are all persons, firms, partnerships, companies, corporations or other legal entities whose rights with respect to the Apartment or this Lease are derived from the Cooperative or the Lessee in compliance with this Lease.

14. *No Waiver of Lease Terms*

(A) If the Cooperative has failed on one or more previous occasions to take any action against Lessee for violation of, or to insist upon the strict performance of any of the terms of this Lease or the Rules and Regulations, or to exercise any option, right or power contained in this Lease, it shall not be treated as a waiver of the Cooperative's rights to take action against Lessee for any current or future violation of any kind.

(B) The receipt by the Cooperative of rent with knowledge that the Lessee is not living up to, or is violating, one or more provisions of the Lease shall not be a waiver by the Cooperative of any violations.

(C) No provision or obligation of this Lease is waived by the Cooperative unless the waiver is in writing and signed by a person authorized by the Cooperative to sign.

(D) Even though the Cooperative may consent to an assignment of this Lease or to a subletting, no further assignment or subletting shall be made without the Cooperative's express prior written consent. Any consent given may be limited by its terms and Lessee agrees to comply with all limitations if consent be given.

15. *Notice*

(A) Any notice which is required to be given under this Lease by the Cooperative to the Lessee shall be considered properly given if in writing and either (i) delivered to the Apartment or (ii) mailed and addressed to

the Lessee at the Building. Notices directed to all lessees shall be considered properly given if posted on the bulletin board in each building at Kingsview including the Building. Lessee agrees that Lessee has notice of all items in the official minutes of the Board, after their general distribution.

(B) Any notice by the Lessee to the Cooperative shall be considered properly given if in writing and either (i) delivered personally to the managing agent of the Cooperative or (ii) mailed and addressed to the Cooperative at its office on the site of Kingsview, or at such other place as the Cooperative may designate.

16. *Fire or Casualty*

If the Apartment or the Building is partially damaged by fire or other casualty not caused by the neglect or fault of the Lessee, repairs shall be made by the Cooperative as quickly as possible. In case the damage is so extensive that the Apartment is rendered wholly unusable for the purposes intended, and if Lessee shall not occupy the Apartment during this time, the obligation of the Lessee to pay the Rent shall cease until the Apartment and Building have been sufficiently repaired so that Lessee may again use the Apartment for its intended purpose. In the event that (i) the Building is substantially destroyed by fire or other casualty; or (ii) if the damage to the Apartment is so extensive that it cannot, in the opinion of the Board, be repaired within ninety (90) days; or (iii) if the Cooperative shall decide not to rebuild, then the Cooperative may, at its option, give the Lessee a five (5) day notice, following which the term of this Lease shall end. In such an event, the Rent shall be paid only up to the time of the destruction or damage or until the expiration of the term if the Lessee has remained possession. In no event shall the Cooperative be under any obligation to rebuild until it has received the proceeds of all insurance policies to which it is entitled by virtue of the damage or destruction.

17. *Subordination*

This Lease is subject and subordinate to the lien of the mortgages now on the land and buildings forming Kingsview, including the Building, and to all advances made upon the security of the mortgages and subject to the lien of any mortgage or mortgages which may be made a lien upon the premises in the future. The recording of any mortgage or mortgages shall automatically give precedence and priority in lien to any and all such mortgages as against this Lease. The Lessee will execute and deliver all instruments subordinating this Lease to the lien of any mortgage or mortgages as may be desired by any mortgagee or proposed mortgagee. The Lessee irrevocably appoints the Cooperative its attorney-in-fact, to execute and deliver any instrument or instruments for the Lessee in the Lessee's name which any mortgagee or proposed mortgagee may request. This means that the Lessee's right to occupy the Apartment may be ended in the event that the Cooperative fails to live up to the terms of any mortgage on its property.

18. *Entry to Apartment*

(A) The Cooperative and its agents shall be permitted at any reasonable hour of the day to visit and examine or inspect the Apartment. Workmen may enter the Apartment at any time, when authorized by the Cooperative or the Cooperative's agents, when necessary so as to make repairs in or to any part of the Building. If the Lessee or a member of Lessee's immediate family is not personally present to allow entry into the Apartment when entry is necessary, or refuses to allow entry, the Cooperative or its agents may forcibly enter the Apartment. In such an event the Cooperative or its agents shall not be liable to any claim, if

reasonable efforts have been made to obtain consent to the entry and if during the entry the Cooperative uses reasonable care to protect the Lessee's property. This provision shall not affect the obligation and agreements of this Lease in any way.

(B) All cooperators are required to furnish management a full set of keys to each apartment immediately, and shall be fully responsible for furnishing management keys in the event that they change the locks in the future.

19. *No Liability on Cooperative's Part*

(A) The Cooperative shall not be liable for:

- (i) any failure of water supply, gas, electric current or telephone service; or
- (ii) the presence of vermin or insects if any in the Apartment or the Building; or
- (iii) *any hidden defect in the Building; or*

(iv) interference with light or other similar rights growing out of, annexed to, or concerning the Building, the land on which it is built, the Apartment or Kingsview by any person other than the Cooperative.

(B) The Cooperative shall not be liable for any injury or property damage caused by:

- (i) the elements; or
- (ii) steam, gas, electricity, water, rain or snow which may leak from any part of the Building; or
- (iii) breakage, leakage or obstruction of the water and soil pipes, appliances or plumbing; or
- (iv) any cause out of the Cooperative's actual or apparent control; or
- (v) actions of any other lessees or persons in the Building.

(C) If the Cooperative shall give the Lessee any store room, use of laundry, or any other facility outside the Apartment, it is agreed that if any person shall use the same, such person does so at his own risk. The Cooperative shall not be liable for any loss of property or for any damage or injury to person or property by reason of or in connection with such use.

(D) If the Cooperative shall fail to supply or provide any service of any kind to the Lessee, and (i) if the failure to provide such service is deemed to be a violation of any implied warranty of habitability which is considered a part of this Lease or a violation of any express warranty contained in this Lease; and (ii) if such service is customarily or generally provided by the Cooperative to all or substantially all of the lessees of apartments at Kingsview, then the Lessee agrees that the Lessee shall not be entitled to any abatement or reduction of the Rent, in whole or in part, temporarily or permanently. The Lessee agrees to be compensated for the Cooperative's failure to provide such service by the impact which the failure to provide such service has on the cash requirements of the Cooperative.

20. *Assignment, Subletting, Abandonment*

(A) Without the prior written notice to the Board of Directors of the Cooperative and without prior written consent of the Board, the Lessee shall not:

(i) sell, assign, transfer, hypothecate, utilize the Apartment as collateral for any loan, or create any charge or lien upon this Lease, or the shares of stock owned or held by Lessee; or

(ii) sublet any part or all of the Apartment; or

(iii) use any part or all of the Apartment or permit the use of any part or all of the Apartment for any purpose other than as a primary residence or by any persons other than Lessee, or Lessee and Lessee's immediate family, as defined in Paragraph "2."

(B) Lessee shall, at the sale, assignment or transfer of the Apartment pay to the Cooperative a transfer fee equal to: twenty-five percent (25%) of the gross sales price of the shares and the Apartment in the event that the Lessee became a shareholder prior to September 28, 2005, or five (5%) percent of the gross sales price in the event the Lessee became a shareholder on or after September 28, 2005. In the event a sale, assignment or transfer is made by Lessee for an amount which is not the fair market value, the transfer fee shall be based upon the fair market value of the Apartment, as determined by an independent appraiser, chosen by the Board of Directors, the cost of such appraisal being the sole responsibility of the Lessee.

(C) Notwithstanding the foregoing, in the event of the death of a shareholder, if the shareholder shall by Will or by intestacy transfer his/her shares in the Cooperative and his/her interest in the Apartment to a member of his/her immediate family, as herein defined, who has continuously resided with the shareholder for a period of no less than two years immediately prior to the shareholder's death, no transfer fee shall be required, but application to, and consent of, the Board shall still be required, but such consent shall not be unreasonably be withheld. The Board shall be entitled to receive a fully completed application by that immediate family member (the "proposed lessee"), in the form then used by the Board for all transfers, and shall consider all aspects of the proposed lessee. Not only shall the Board consider (among everything else) the finances of the proposed lessee in determining whether it will issue such consent, but shall also consider any actions of, or complaints other lessees have made about, the proposed lessee.

(D) If the Apartment is sublet or occupied by any person other than Lessee, or those persons who may be permitted by this Lease, the Cooperative may collect rent from the subtenant or occupant. This rent may be applied to the Rent due from the Lessee. No such collection, subletting, or occupancy shall (i) be a waiver by the Cooperative of the agreement in this Lease against illegal occupancy or subletting; or (ii) be considered an acceptance of the subtenant or occupant as a tenant; or (iii) release the Lessee from Lessee's obligations under this Lease.

(E) It is agreed that the character of the occupancy of the Apartment as a residence only for use only by Lessee, or by Lessee and Lessee's immediate family is a special consideration and inducement for the granting of this Lease by the Cooperative. In the event that Lessee (i) violates or permits violation of any of the restrictions against subletting or assignment; or (ii) ceases to occupy the premises as his/her primary residence or permits the premises to be occupied by other parties; or (iii) permits the premises to be used for any purpose other than a purpose intended by this Lease, or (iv) violates any other restriction or condition of this Lease or

the Rules and Regulations promulgated hereunder, then the Cooperative or the Cooperative's agent may terminate this Lease in the manner mentioned in paragraph "22".

(F) Subletting, if consented to by the Board of Directors, shall be for a period of one (1) year. Permission may be granted by the Board (in its sole discretion) for shorter periods. Lessee and his proposed subtenant shall submit to the Board of Directors any and all information requested by the Board of Directors. Any further subletting, and each subletting (or renewal), shall require the consent of the Board of Directors. Further, consent of the Board shall not give the subtenant the right to sublease the unit or any part thereof. Lessee may not sublease the Apartment for more than twenty four months during any five year period. In the event of a sublet, Lessee shall pay the Cooperative a fee each month, to be paid contemporaneously with the payment of the rent, equal to twenty-five (25%) percent of Lessee's rent due to the Cooperative under this Lease.

(G) A sale or transfer of an Apartment shall not take place until:

- (i) an instrument of assignment of Lease in the form satisfactory to the Cooperative shall be executed and acknowledged by the assignor and delivered to the Cooperative;
- (ii) an assumption agreement of Lease in the form satisfactory to the Cooperative shall be executed and acknowledged by the assignor and delivered to the Cooperative;
- (iii) all shares have been properly transferred to the assignee;
- (iv) all sums due the Cooperative from the assignor has been paid, together with all legal fees and other expenses due in connection with such assignment and transfer;
- (v) all written consents have been given and all transfer fees have been paid.

21. *Default*

(A) If

(i) Lessee fails to keep or perform any of the Lessee's agreements mentioned in this Lease other than Lessee's agreement to pay rent; or

(ii) Lessee fails to comply with any of the Rules and Regulations referred to in this Lease; or

(iii) Lessee or other occupants or guests at the Apartment engage in conduct which is deemed to be objectionable by either a vote of a majority of the shareholders attending a meeting called for that purpose, or by a vote of at least two-thirds of the entire Board of Directors at a meeting called for that purpose,

then the Cooperative, its agents or attorneys may give the Lessee thirty (30) days notice of intention to terminate this Lease. The Cooperative shall return any Rent paid on account of the unexpired term. At the expiration of the thirty (30) days, this Lease shall end as though the last day of the thirty (30) days was originally stated as the last day of this Lease. The Lessee shall then vacate the Apartment and return the Apartment to the Cooperative. The Lessee shall remain responsible to the Cooperative for Lessee's obligations as stated in this Agreement until assumed by a new lessee.

(iv) At such meeting at which the objectionable conduct of Lessee is to be discussed (and voted upon), Lessee shall be given the right to speak and present the facts and his statements. Objectionable conduct may

include, but is not limited to, (a) conduct which endangers lives or property, (b) conduct which compromises the right to peaceful enjoyment of the Cooperative by other shareholders, legal occupants of any of the Cooperative's apartments, or by the Cooperative's employees, (c) any defaults in this Lease which has been repeated after notice to Lessee, (d) the harassment of any shareholder, or legal occupant of the Cooperative's apartments, or employee of the Cooperative, or (e) any violent or drug-related activity in the Apartment or on the Lessor's property by Lessee, or by a guest in, or an occupant of, the Apartment.

(B) If,

(i) *the Lessee shall default in the payment of rent; or*

(ii) the notice provided in subparagraph (A) of this paragraph "21" shall have been given and the thirty (30) day period shall have elapsed; or

(iii) the Apartment has become vacant or abandoned;

the Cooperative, its agents and employees may reenter the Apartment and remove all persons and property either by summary proceedings or any other suitable action or proceeding at law, without being liable to indictment, prosecution or damage. If not previously ended, the Cooperative may at any time after recovering possession end the term of this Lease without notice to Lessee.

(C) If the Lessee is evicted under Paragraph 21 (A) or (B) above, then at the Cooperative's option, the Cooperative may either relet the Apartment for the Cooperative's account or as the Lessee's agent for any period equal to, greater or less than the remainder of the original term of this Lease, for any sum which it may consider reasonable, to any tenant which it considers suitable. Any rent received by the Cooperative may be applied first to the payment of expenses the Cooperative may have incurred, including reasonable attorneys' fees, in connection with its recovery of possession of the Apartment and its reletting, and then to the fulfillment of the obligations of the Lessee under this Lease. Any balance after payment or application of such funds to these items shall be paid to the Lessee at the expiration of the term originally provided for under this Lease. If this Lease shall end as provided in this paragraph and if the Cooperative shall not relet the Apartment for the Cooperative's own account, then whether or not the premises are relet, the Lessee shall remain liable for, and agrees to pay until the time when this Lease would have expired but for the provisions of this paragraph, the equivalent of the amount of all the Rent less amounts collected by the Cooperative on account of this obligation. Upon each rent day the Lessee shall pay the Cooperative the amount of the deficiency then existing. The Lessee expressly waives any right to reclaim the Apartment to which the Lessee may be entitled by any present or future statute or rule of law. The words "reenter" and "reentry" as they are used in this Lease are not restricted to their technical legal meaning.

(D) If the Lessee is in default of this Lease and if the Cooperative institutes and successfully prosecutes any action or proceeding against the Lessee based upon such default, or successfully asserts a counterclaim or crossclaim against Lessee in any action or proceeding to which both are party, then the Lessee will reimburse the Lessor for the expense of attorneys' fee and disbursements, and other expenses thereby incurred by the Lessor as far as the same are reasonable in amount. These may be (i) collected as part of the action or proceeding for which they were incurred or at any time after; or (ii) added as additional rent to the Lessee's rental obligation under this Lease at any time after incurred. It is agreed that if the Cooperative settles an action for non-payment of rent by agreeing to allow the Lessee to pay all or most of the amounts claimed by the Cooperative to be owed over a period of time, such resolution (whether court ordered or not) shall be

considered the successful prosecution of the proceeding against the Lessee, and Lessee agrees that legal fees and disbursements shall be reimbursed.

(E) If the Lessee fails to pay any of the fees that may be imposed by the Cooperative for subsidiary services, including but not limited to, the fees imposed for the use of electrical appliances, parking spaces, or rental surcharges, the unpaid fees may be added as additional rent to the Lessee's rental obligation under this Lease at any time after incurred.

(F) NEITHER THE COOPERATIVE NOR THE LESSEE SHALL BE ENTITLED TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS LEASE OR THE USE AND OCCUPANCY OF THE APARTMENT BY THE LESSEE NOR SHALL THE LESSEE INTERPOSE ANY COUNTERCLAIMS OF ANY NATURE WHATSOEVER IN AN ACTION OR PROCEEDING BROUGHT BY THE COOPERATIVE TO RECOVER POSSESSION OF THE APARTMENT.

22. *Termination*

(A) When this Lease ends, Lessee will surrender the Apartment in as good a condition as it was in at the beginning of the term, except for reasonable wear and tear. The obligations of the parties upon termination of this Lease are as set forth in Paragraph "4".

(B) If, at the end of the term, Lessee fails to vacate, Lessee agrees to reimburse the Cooperative for any loss which the Cooperative may suffer and will indemnify and save the Cooperative harmless from claims made by any succeeding lessee because of the delay by the Cooperative in delivering possession of the Apartment. In any case, the Cooperative shall be the sole judge of the performance by the Lessee of Lessee's obligation.

(C) At the termination of this Lease for any reason described in this Lease, including, but not limited to expiration of its term or termination as provided in paragraph "21", Lessee agrees to offer and, if accepted, to sell to the Cooperative, or such new Lessee or other person as may be selected by the Cooperative, all stock of the Cooperative owned or held by Lessee. The sales price shall be the fair market value as established by an independent appraiser, unless such sale shall be by auction, in which case the sales price shall be whatever price is received by the auctioneer. The Cooperative shall not be obligated to sell the Apartment or otherwise attempt to mitigate damages.

(D) If the Lessee after the end of this Lease, shall fail to deliver to the Cooperative any certificate or documents which show Lessee's ownership of stock in the Cooperative issued by the Cooperative and if the Cooperative shall elect to repurchase the same, or has selected a person to purchase the same, the Cooperative may cancel the certificate or document on its books as though delivered. The Cooperative may issue a new lease for the Apartment and issue a new certificate for the shares owned by Lessee and allocated to the Apartment. This may be done without further notice to Lessee. The purchase price for the stock payable to Lessee by reason of their purchase by the Cooperative shall be paid to Lessee only upon Lessee's actual delivery to the Cooperative of all such certificates or documents, endorsed by Lessee and in proper form for transfer on the Cooperative's books; however, such sums shall first be applied towards payment of all money due the Cooperative hereunder, including but not limited to the costs of finding another lessee to purchase the Apartment, and any and all legal and other expenses.

23. *Lease Amendments*

During the term of this Lease, this Lease may be amended by a vote of Lessees owning at least 51% of all apartment units in the Cooperative and owning at least 51% of all shares in the Cooperative 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 carrying charges or cash requirements payable by any Lessee may not be increased, nor may Lessee's right to cancel the lease under the conditions set forth in this lease, if any, be eliminated or impaired without Lessee's 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 that purpose. Notwithstanding anything in this Lease in regard to amendments hereto, the transfer fee set forth in paragraph 20 hereof may not be amended or changed in any manner until the fifth anniversary of the effective date of the transfer fee set forth herein. In the event amendments are made to this Lease in compliance with the provisions hereof, and a restated lease is distributed to Lessee for signature, refusal to execute a properly enacted restated lease shall be a breach of this Lease.

24. *Entire Agreement*

This Lease contains the entire agreement of the parties and may only be changed by an agreement in writing signed by the Cooperative and the Lessee.

25. *Headings*

Paragraph headings used in this Lease are for convenience only. They are not intended to, nor do they limit the scope of the contents of any Paragraph of this Lease

26. *Pronouns and Plurals*

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person, persons or entities to which applicable may require.

IN WITNESS WHEREOF, the parties have signed this Lease on the day and date written on the first page hereof.

KINGSVIEW HOMES, INC.

By: _____

_____, Lessee

Title: _____

_____, Lessee

STATE OF NEW YORK

COUNTY OF

)
} ss.:
)

On the _____ day of _____ in the year 20____ , before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK

COUNTY OF

)
} ss.:
)

On the _____ day of _____ in the year 20____ , before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

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On the _____ day of _____ in the year 20____ , before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

RULES AND REGULATIONS

Approved by the Board of Directors on January 19, 1981.

FIRST: The public elevators, halls and stairwells shall not be obstructed nor used for any other purpose than for entry to and exit from the apartments.

SECOND: No Lessee shall make or permit any disturbing noises in the buildings or any other part of Kingsview premises by himself, his family, friends or employees; nor do or permit anything to be done by such persons that will interfere with the rights, comforts or conveniences of other tenants. No Lessee shall play upon or permit the playing of any musical instrument, radio, television or any other sound-producing instrument or device in the Apartment between the hours of 10:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the Building.

THIRD: The Lessees and their employees are expressly forbidden to throw anything whatever out of the windows or doors or in any part of the Building.

FOURTH: Kitchen supplies, market goods and packages of every kind are to be delivered at the entrance provided therefor, if any, and the Cooperative will not be held responsible for the loss or damage of any such property, notwithstanding such loss or damage may occur through the carelessness or negligence of the employees of the Cooperative. The Cooperative will not be responsible for any article left with any employee. Articles to be stored in the tenant storage rooms must have the prior approval of the Cooperative, but Cooperative assumes no liability for loss or damage to same. Use of the tenant storage rooms may be limited or prohibited by the Cooperative at any time.

FIFTH: All garbage and refuse must be disposed of in accordance with the directions of the Cooperative.

SIXTH: No baby carriages or strollers, sleds, bicycles or other wheeled vehicles may be stored in the halls, elevators, passageways, areas or stairwells of the Building. No two-wheel bicycle riding is permitted in any portion of the grounds of Kingsview.

SEVENTH: Each Lessee shall keep the premises leased in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the Apartment, any dirt or other substance into any of the corridors or halls, or stairways, of the Building or into any of the shafts or ventilators thereof. No Lessee shall permit or cause an accumulation of refuse in his Apartment or the Building of which it forms a part.

EIGHTH: The obstruction of stairs or exits is prohibited by the Fire Department and also by the Cooperative. Lessee will not clean nor permit or allow any window in the Apartment to be cleaned from the outside in violation of Section 202 of the Labor Law or of any board or body having jurisdiction.

NINTH: No boxes, containers, bags or other articles shall be placed in the halls or in the staircase landings. Nothing shall be hung from the windows or placed upon the outside window sills. Neither shall any article be shaken or hung from any of the windows or doors.

TENTH: The water closets or any other water apparatus shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into the same. Any damage resulting from misuse thereof shall be borne by the Lessee by whom or upon whose premises it shall have been caused.

ELEVENTH: Each Lessee shall use the laundry and drying apparatus, if any, only on such days and hours as the Cooperative shall designate.

TWELFTH: No sign, signal, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building, except such as shall be approved in writing by the Cooperative; neither shall anything be placed upon or projected out of any window or upon the roof of the Building in which the demised premises are located without such consent. This includes but is not limited to any television, radio or citizen band antenna.

THIRTEENTH: No venetian blinds, shades, awnings or window guards shall be used except as such shall be put up or approved by the Cooperative.

FOURTEENTH: No pets may be harbored in Apartments. Those cooperators who had pets prior to May 1, 1973 are permitted to keep them until their demise. Pets may not be replaced, nor new ones brought in. New cooperators are not permitted to bring in pets.

FIFTEENTH: The Cooperative reserves the right to make any such rules and regulations from time to time as may be deemed needful for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all Lessees, and the same shall become part of this Lease upon notice thereof to the Lessees.

SIXTEENTH: The Cooperative, having provided a compactor for the Lessee's use, the Lessee will faithfully observe the following: (a) put nothing down the compactor shaft that is not tightly bagged; (b) thoroughly drain and tightly and securely bag all garbage before depositing the same in the compactor shaft; (c) refrain from forcing large bundles into the shaft; (d) make sure that all bundles slide out of the hopper into the shaft; (e) make sure that nothing of an explosive or inflammable nature be deposited in the shaft.

SEVENTEENTH: (a) The Lessee shall not have or use any clothes washing machine or gas or electric clothes dryer or any range other than a gas range in the Apartment; (b) except with the prior written approval of the Cooperative, the Lessee shall not have or use any dishwashing machine, air conditioner, freezer, 100% frost-free refrigerator over 17 cubic feet or other similar item of household equipment in the Apartment. For purposes of this rule, the presence of any such appliance or piece of equipment in the Apartment shall be considered the same as the use of such appliance or equipment by Lessee.

EIGHTEENTH: Since for proper management and for the good of all cooperators that management has in its possession at all times a set of keys to each apartment Kingsview to gain entry in the event of an emergency. The Cooperative reserves the right to enter an apartment forcibly in the event of an emergency in which life or property is threatened.

NINETEENTH: Rent is due, in advance, on the first of each month. Lessees who have not made their advance monthly rent payments on the first of the month will, following the expiration of a grace period to be set by the Cooperative, be subject to an additional late payment fee, the amount to be set by the Cooperative, and to be payable on the first of the following month with the Rent payment due at that time.

TWENTIETH: Any shareholder or shareholders causing this Corporation to initiate legal action to enforce the Lease, Corporate Bylaws, Rules and Regulations, and Occupancy Standards governing this Corporation will be responsible for fees and expenses incurred by this Corporation, including attorneys' fees, in the enforcement of the Lease, Corporate Bylaws, Rules and Regulations and Occupancy Standards.

I acknowledge receipt of these Rules and Regulations.

....., Lessee

....., Lessee

.....
Date