

ONE UNION SQUARE EAST CONDOMINIUM
a/k/a ZECKENDORF TOWERS
1 Irving Place
New York, New York 10003
Phone: 212-260-5521 Fax: 212-228-8768

LEASE REQUIREMENTS

PURSUANT TO THE BY-LAWS OF THE CONDOMINIUM "NO UNIT OWNER MAY LEASE HIS UNIT" EXCEPT BY COMPLYING WITH FOLLOWING PROVISIONS:

***NOTE: ALL PACKAGES ARE TO BE SUBMITTED (30) THIRTY DAYS PRIOR TO THE COMMENCEMENT OF THE LEASE DATE.

1. A LETTER OF INTENT STATING THAT YOU HAVE A BONA FIDE OFFER TO RENT YOUR UNIT AND YOU ARE OFFERING SAID RENTAL TO THE BOARD OF MANAGERS UNDER THE SAME TERMS AND CONDITIONS.
2. COMPLETE RENTAL APPLICATION SIGNED BY BOTH PARTIES (attached).
3. NOTIFICATION OF LEGAL MAILING ADDRESS FOR UNIT OWNER(S), IF APPLICABLE: (attached)
4. MOVE IN/MOVE OUT CHECKLIST SIGNED BY BOTH PARTIES. (attached)
5. AUTHORIZATION FOR CREDIT AND BACKGROUND CHECK. SIGNED BY EACH APPLICANT. (attached)
6. AFFIDAVIT PERTAINING TO THE HOUSE RULES AND BY-LAWS SIGNED BY TENANT/(S). (attached)
7. HEALTH CLUB RELEASE AND WAIVER LIABILITY AGREEMENT. SIGNED BY TENANT/(S). (attached)
8. LETTER FROM EMPLOYER OF EACH APPLICANT STATING SALARY, POSITION AND LENGTH OF EMPLOYMENT FOR EACH.
9. WINDOW GUARD NOTICE SIGNED BY THE RESIDENT/(S). (attached)
10. DOG RIDER SIGNED BY THE RESIDENT/(S). (attached)
11. FIRE SAFETY ACKNOWLEDGMENT SIGNED BY APPLICANT/(S) (attached).
12. NO SMOKING POLICY SIGNED BY ALL TENANTS. (attached)
13. BED BUG DISCLOSURE

14. COMPLETED CERTIFICATE OF TERMINATION OF RIGHT OF FIRST REFUSAL.
(attached)
15. COPY OF FULLY EXECUTED LEASE.
16. COPY OF TWO FORMS OF GOVERNMENT ISSUED IDENTIFICATION FOR EACH APPLICANT AND EACH OCCUPANT (i.e. drivers license, passport, green card).
17. COMPLETED EMERGENCY CONTACT FORM. (attached)
18. REQUIRED FEES: ALL FEES ARE DUE WITH APPLICATION AND MUST BE CERTIFIED CHECKS OR MONEY ORDERS THE FOLLOWING MUST BE MADE PAYABLE TO ONE UNION SQUARE EAST CONDOMINIUM.

- a) A PROCESSING FEE IN THE AMOUNT OF:
 - \$ 500.00. for Lease with term of 1 year or more;
 - \$ 750.00 for Lease with term less than 1 year;
 - \$ 1,000.00 for Lease with less than 3 month term
- b) A REFUNDABLE MOVE IN/MOVE OUT DEPOSIT IN THE AMOUNT OF \$500.00 FROM ANYONE RESERVING A BLOCK OF TIME TO USE THE ELEVATOR.
- c) ELEVATOR RESERVATION FEE IN THE AMOUNT OF \$250.00 FROM ANYONE RESERVING A BLOCK OF TIME FOR A MOVE-IN/OUT TO USE THE ELEVATOR

THE FOLLOWING MUST BE MADE PAYABLE TO MAXWELL-KATES, INC.

- d) BACKGROUND AND CREDIT CHECK FEE IN THE AMOUNT OF \$200.00 FOR EACH APPLICANT. (FOR MARRIED APPLICANTS, ONLY ONE \$300.00 FEE IS REQUIRED)

A STAFF MEMBER OF ONE UNION SQUARE EAST CONDOMINIUM WILL INSPECT APARTMENT ON MOVE-OUT DAY.

THE ORIGINAL AND ONE (1) COLLATED SETS OF THE PACKAGE MUST BE FORWARDED TO:

Zeckendorf Towers
Management Office
1 Irving Place
New York, N.Y. 10003

Owner Address: _____

Phone: _____

Email: _____

Date: _____

To: Zeckendorf Towers
Board of Managers
1 Irving Place
New York, NY, 10003

Re: Apt#: _____

I have a bona fide offer for a lease of my condominium at Zeckendorf Towers.
I am offering this condominium to the Board of Managers under the same terms
and conditions.

Owner Name: _____

Owner Signature: _____



PROPOSAL FOR LEASE

UNIT NO: _____

PROPOSED TENANT (S): _____ S.S.# _____

_____ S.S.# _____

TENANT(S) CURRENT ADDRESS: _____

TENANT(S) PHONE NO.: _____ E-MAIL: _____

EMERGENCY CONTACT NUMBER: _____

Unit Owner must list all occupants that are to reside in the Unit: _____

LANDLORD(S) NAME(S): _____

LANDLORD(S) PHONE NO.: _____ E-MAIL: _____

LEASE TERMS: START DATE: _____ END DATE: _____

BROKERAGE FIRM : _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____ E-MAIL: _____

Landlord will forward Management the required renewal documents as well as the required annual renewal fee of \$150.00 regardless of the term should the lease be renewed (extended) at the end of the term of the lease as specified in the Lease Agreement.

Landlord Signature _____ Date: _____



**NOTIFICATION
OF LEGAL MAILING ADDRESS
FOR
UNIT OWNER**

All communications and invoices concerning the ownership or the unit indicated below should be sent to the following address, rather than to the apartment:

UNIT NO.: _____

OWNERS: _____

ADDRESS: _____

TELEPHONE NUMBERS

BUSINESS: _____

HOME: _____

E-MAIL

BUSINESS: _____

HOME: _____

EMERGENCY CONTACT INFORMATION

NAME: _____

RELATIONSHIP: _____

TEL #: _____

E-MAIL: _____

Move In / Move Out Checklist

Kindly affix your SIGNATURE after each of the following:

1. I understand that moves are only permitted Monday through Friday, between the hours of 9:00 A.M. and 5:00 P.M. Moves will not be permitted on the weekend.

X _____

2. I must contact the on-site Management office at (212) 260-5521 to schedule any move-in. or move-out date, which I must schedule at least four (4) weeks in advance. Morning moves are only available between 9:00 AM and 1:00 P.M. and the Afternoon moves are only available between 1:00 P.M. and 5:00 P.M. Any move that exceeds the scheduled time slot will be fined accordingly.

X _____

3. My desired move-in or move-out date, as, well as time slot may not be available. Therefore, I must comply with Management and schedule a date and time that is available. I understand that no two moves are permitted at any one time.

X _____

4. Attached please find my certified checks for the following:

- \$500.00 Damage Deposit (Refundable)
- \$250.00 Elevator Reservation Fee (Non-Refundable)

Both checks are to be made payable to: **One Union Square East Condominium**

X _____

5. Unless my move-in or move-out is a self-move, I understand that my moving company must submit a Certificate of Insurance one (1) week in advance of the date of my move. I will have my moving company contact the on-site Management office at (212) 260-5521 in order to receive specific instructions on the insurance information that must be submitted.

By signing below, I acknowledge that I (we) have been made aware of my/our responsibilities as new Tenant(s) in the building. I will contact the on-site Management office at (212) 260-5521 located at One Irving Place, New York, NY 10003, at least four (4) weeks prior to my desired move-in or move-out date, to arrange for an available date and time slot.

I further acknowledge by signing below that my **\$500.00 Damage Deposit (Refundable)** and **\$250.00 Elevator Reservation Fee(Nonrefundable)** are due in advance of my moving date, and must be submitted as separate checks.

It is also understood that both of these checks will be certified checks only, and will be made payable to **One Union Square East Condominium.**

In addition to this, I have been informed that in order to avoid last minute confusion, all large deliveries have to be scheduled in advance by contacting the Management office at (212) 260-5521. **For all deliveries, a \$500.00 Damage Deposit(Refundable) is required and must be paid via certified check to One Union Square East Condominium.**

Signed by Tenant(s): X _____

Date: _____

X _____

Date: _____

X _____

Date: _____

AUTHORIZATION
PLEASE READ CAREFULLY BEFORE SIGNING

I/We authorize a tenant background search or consumer report. I/We authorize the verification of all information in this application and its release to the Landlord/Condominium/ Cooperative/ Maxwell-Kates, Inc. or other parties connected with the lease/purchase/transfer contemplated herein.

APPLICANT(S) NAME: 1. _____ 2. _____

APPLICANT(S) SIGNATURE 1. _____ 2. _____

ADDRESS: 1. _____ 2. _____

SOCIAL SECURITY #: 1. _____ 2. _____

DATE OF BIRTH: 1. _____ 2. _____

NOTICE UNDER NYCACS 20-808

The application provided by you may be used to obtain a tenant screening report; the name and address of the consumer reporting agency or agencies that will be used to obtain such report is/are:

CoreLogic Safe Rent
c/o Consumer Relations Department
7300 Westmore Road, Suite 3
Rockville, MD 20850-5223
Telephone: (888) 333-2413

Pursuant to federal and state law:

1. If the Landlord takes adverse action against you on the basis of information contained in a tenant screening report, the Landlord must notify you that such action was taken and supply you with the name and address of the consumer reporting agency that provided the tenant screening report on the basis of which such action was taken;
2. If any adverse action is taken against you based on information contained in a consumer screening report, you have the right to inspect and receive a free copy of that report by contacting the consumer reporting agency;
3. Every tenant or prospective tenant is entitled to one free tenant screening report for each national consumer reporting agency annually, in addition to a credit report that should be obtained from www.annualcreditreport.com; and
4. Every tenant or prospective tenant may dispute inaccurate or incorrect information contained in a tenant screening report directly with the consumer reporting agency.



**CONDOMINIUM BY-LAWS, HOUSE RULES,
HEALTH CLUB RULES AND REGULATIONS**

**TO: THE BOARD OF MANAGERS
One Union Square East Condominium**

MY/OUR SIGNATURE BELOW INDICATES THAT I/WE HAVE RECEIVED, READ, UNDERSTAND, AND AGREE TO ABIDE BY THE OFFERING PLAN, DECLARATION OF CONDOMINIUM, HOUSE RULES, AS AMENDED FROM TIME TO TIME BY THE BOARD OF MANAGERS AND BY-LAWS OF ONE UNION SQUARE EAST CONDOMINIUM. I/WE ALSO UNDERSTAND THAT UNITS IN THE CONDOMINIUM MAY NOT BE USED FOR BUSINESS PURPOSES. I/WE AGREE TO ABIDE BY THIS RULE.

HEALTH CLUB

I/WE ALSO UNDERSTAND THAT PRIOR TO MOVING IN, I/WE AGREE TO SIGN THE HEALTH CLUB WAIVER, AND AGREE TO ABIDE BY THE HEALTH CLUB RULES WHICH ARE ATTACHED HERE TO.

SIGNATURE(S): _____ DATE: _____

_____ DATE: _____



RELEASE AND WAIVER LIABILITY AGREEMENT

In consideration of the right to use the Zeckendorf Health Club, the undersigned on behalf of himself/herself and on behalf of his/her personal representatives, assigns, heirs, executors, hereby fully and forever releases, waives, discharges and covenants not to sue One Union Square East Condominium, its officers, directors, employees, agents, successors and/or assigns (collectively, "Releasees") from all liability to the undersigned and his/her personal representatives, assigns, heirs and executors, for all losses or damages and any and all claims or demands therefore, on account of injury to the undersigned, in connection with the undersigned's use of the Zeckendorf Health Club and equipment located therein which is located at 1 Irving Place, New York, New York, except to the extent that such injury is caused by or results from the Releasees' gross negligence.

The undersigned represents and warrants that he/she is in good physical condition and is able to safely use the Zeckendorf Health Club and equipment located therein. The undersigned is fully aware of the risks and hazards inherent in using exercise equipment and associated activities including, but not limited to, aerobic exercise. The undersigned hereby assumes all risk of loss, damage, or injury that maybe sustained by him/her while using or as a result of using the Zeckendorf Health Club and/or the equipment located therein. The undersigned agrees to comply with all rules and regulations that are or may be adopted for use of the Zeckendorf Health Club.

The undersigned warrants that all statements made herein are true and correct and understands that Releasees have relied on them in allowing undersigned to use the Zeckendorf Health Club.

IF PERSON USING THE ZECKENDORF HEALTH CLUB AND/OR EQUIPMENT LOCATED THEREIN IS UNDER AGE 18: The parent certifies that his/her son/daughter has his/her permission to use the Zeckendorf Health Club. The parent has read the foregoing RELEASE AND WAIVER OF LIABILITY AGREEMENT and by accepting the waiver intentionally and voluntarily agrees to its terms and conditions. The parent further certifies that his/her son/daughter is in good physical condition and is able to safely use Zeckendorf Health Club and/or the equipment located therein.

THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS READ THE TERMS OF THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT AND AGREES TO THE CONDITIONS STATED HEREIN.

Name: _____ Date: _____

Signature: _____ Date: _____

Apartment Number: _____ Emergency Contact: _____

Authorized Staff Signature: _____ Date: _____

DOG FORM

TOWER: _____

UNIT #: _____

RESIDENT(S) NAME: _____

I the undersigned understand that as a lessee, I am not permitted to have a dog in the One Union Square East Condominium. My signature affixed below will confirm the fact that I will abide by this policy.

Resident' s Signature Date: _____

Resident' s Signature Date: _____



THE CITY OF NEW YORK
DEPARTMENT OF HEALTH

Rudolph W. Giuliani Mayor Benjamin Mojica, M.D., M.P.H. Acting Commissioner

Notice to Tenant or Occupant

You are required by law to have window guards installed in all windows* if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.

CHECK WHICHEVER APPLY:

CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS*

NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS*

I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

WINDOW GUARDS NEED MAINTENANCE OR REPAIR

WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR

Tenant's Name: _____
(Print)

_____ (Address/Apt. No.)

Tenant's Name: _____
(Signature)

Date _____

RETURN THIS FORM TO:

Owner/Manager's Name

Owner/Manager's Address

**For Further Information Call:
Window Falls Prevention (212) 676-2158**

*Except windows giving access to fire escapes or a window on the first floor that is a required means of egress from the dwelling unit.

Dear Prospective Unit Owner/Tenant:

The NYC Fire Department has established a rule entitled "Resident Fire Safety Plans and Notices". The rule, implemented to provide helpful information to maximize your safety in the event of a fire or other emergency in your building, requires that each apartment receive the attached Fire Safety Plan each year.

Please take the time to carefully read the Fire Safety Plan developed specifically for your building and discuss it with each member of your household. The plan will provide you with pertinent information about your building's construction and procedures to follow in the event of a fire. Our buildings are "non-combustible", built with fire resistant materials. Although fires started within an apartment of a "non-combustible" building are less likely to spread and are usually contained within the apartment, fires generate large amounts of smoke and heat that can travel to other apartments and floors. You must be prepared to act in the event of such an emergency. Please keep the plan in a safe place, known to everyone in your home.

A **Fire Safety Notice** should be affixed to the inside of your apartment door. It is imperative that you and all the members of your household familiarize yourselves with the notice. If the notice is not on your apartment door, please contact the Management office at 212-260-5521 to receive one. The notice is self-adhesive and you must post it to the inside of your apartment door no lower than four (4) feet from the floor, not higher than five and a half (5 1/2) feet from the floor.

The Board of Managers, Management and Maintenance Staff are dedicated to ensuring the continuous safety of all residents and employees. We urge you to take the time to review the Fire Safety Plan. It may save your life and the lives of your family and neighbors!

Toni D'Egidio
Property Manager
Maxwell-Kates, Inc.
Managing Agent

I hereby acknowledge receiving the required Residential Fire Safety Plan:

Print Name

Signature

Date

Print Name

Signature

Date



Maxwell-Kates, Inc.
9 East 38th Street • 6th Floor • New York, NY 10016
Phone: (212) 684-8282 • Fax: (212) 684-8077
www.mkirealtors.com

October 1, 2002

Re: 2002 Fire Safety Plan

Dear Shareholders, Unit Owners and Occupants:

Please find enclosed your 2002 Fire Safety Plan. This is being distributed to all residents pursuant to 3 RCNY, Section 43-01: Residential fire safety plans and notices. As you may remember, you received a similar plan last October. The law requires that you receive this information every year either during Fire Safety Week or in January.

This Fire Safety Plan provides you with information and evacuation procedures to follow in the event of a fire in your building. Please take a moment to familiarize yourself and your family with this important information. This is also a good time to ensure that your Fire Safety Notice, the sticker you received in 2000, is still in place on your primary exit door.

Thank you for your attention to this serious safety matter.

Very truly yours,

Maxwell-Kates, Inc.

**FIRE SAFETY PLAN
PART II – FIRE EMERGENCY INFORMATION**

BUILDING

ADDRESS: _____

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY PLAN CONTAINS:

- **Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.**
- **Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.**
- **Emergency fire safety and evacuation instructions in the event of fire in your building.**

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan	(212) 999-2222
Bronx	(212) 999-3333
Brooklyn	(718) 999-4444
Queens	(718) 999-5555
Staten Island	(718) 999-6666

**OR TRANSMIT AN ALARM FROM
THE NEAREST FIRE ALARM BOX**

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.

APPENDIX 1 TO 3 RCNY §43-01

2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as "fireproof" or "non-fireproof." Residential buildings built in or after 1968 are generally classified either as

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“combustible” or “non-combustible.” The type of building construction generally depends on the size and height of the building.

A “non-combustible” or “fireproof” building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or space in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A “combustible” or “non-fireproof” building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.

Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

Interior Stairs: All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

Exterior Stairs: Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

Fire Tower Stairs: These are generally enclosed stairwells in a “tower” separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

Fire Escapes: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a “secondary” or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

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Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.

Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Residential buildings are generally not required to have fire sprinkler systems. Some residential buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed or substantially renovated after March 1999 will be required by law to be equipped with fire sprinkler systems throughout the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.

Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.

Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with a public address system.

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.

THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.

General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room:
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire. Never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

Evacuation Instructions If The Fire Is In Your Apartment
(All Types of Building Construction)

1. Close the door to the room where the fire is, and leave the apartment.
 2. Make sure EVERYONE leaves the apartment with you.
 3. Take your keys.
 4. Close, but do not lock, the apartment door.
-

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5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exit the building.
7. DO NOT USE THE ELEVATOR.
8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

Evacuation Instructions If The Fire Is Not In Your Apartment

“NON-COMBUSTIBLE” OR “FIREPROOF” BUILDINGS:

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

“COMBUSTIBLE” OR “NON-FIREPROOF” BUILDING

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
-

APPENDIX 1 TO 3 RCNY §43-01

2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
 3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.
 4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
 - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
 - B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
 - C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
 - D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.
-

FIRE SAFETY PLAN

PART I - BUILDING INFORMATION SECTION

BUILDING OWNER/REPRESENTATIVE

ZECKENDORF TOWERS
 C/O MAXWELL-KATES, INC.
 9 EAST 38th STREET, 6th FLOOR
 NEW YORK, NY 10016
 (212)684-8282
 BUILDING ADDRESS: ONE IRVING PLACE, NEW YORK, NY 10003

BUILDING INFORMATION:

Year of Construction: 1987
 Type of Construction: Combustible Non-Combustible
 Number of Floors: 29 Above Ground 1 Below Ground
 Springkler System Yes No
 Sprinkler System Coverage: Entire Building Partial (complete all that apply):
 Dwelling Units: _____
 Hallways: 7TH FLOOR, LAUNDRY RMS
 Stairwells: _____
 Compactor Chute: ALL CHUTES WITHIN REFUSE CLOSETS ON EACH FLOOR
 Other: COMPACTOR ROOM- BASEMENT

Fire Alarm: Yes Transmits Alarm to Fire Dept/Fire Alarm Co No
 Location of Manual Pull Stations: ALL RESIDENTIAL FLOORS

Public Address System: Yes No
 Location of Speakers: Stairwell Hallway Dwelling Unit Other: BASEMENT AND MAIN LOBBY CONTROLLED BY COMMERCIAL TENANT

Means of Egress (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits)

Type of Egress	Identification	Location	Leads to
(4) INT. STAIRS		ALL BUILDINGS ALL FLOORS	STREET
MAIN ENTRANCE		LOBBY	STREET
EXIT		BASEMENT	STREET

Other Information: BLDG. HAS EMERGENCY GENERATOR SYSTEM FOR BACK-UP STAIRCASE LIGHTING, AND AUX. POWER FOR ELEVATOR

DATE PREPARED: 9/10/2002

ONE IRVING PLACE
NO SMOKING POLICY

I, the undersigned, understand that as a lessee, I am not permitted to smoke in One Union Square East Condominium. I agree that all members of my family or household and guests are not permitted to smoke anywhere in the condominium including within the individual apartment unit and any common areas of the building including the main lobby, sky lobby, hallways, stairwells, laundry rooms, health club and sun deck.

The term "smoking" above shall mean inhaling, exhaling, burning or carrying any lighted cigar, cigarette, or other tobacco product in any manner or in any form.

Tenant Signature

Date

Tenant Signature

Date

**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): _____

Subject Premises: _____

Apt. #: _____

Date of vacancy lease: _____

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

- There is no history of any bedbug infestation within the past year in the building or in any apartment.
- During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- During the past year the apartment had a bedbug infestation history and eradication measures were not employed.

Other: To the best of our knowledge, the attached
Floors were eradicated for bed bugs.

Signature of Tenant(s): _____ Dated: _____

Signature of Owner/Agent: _____ Dated: _____

CERTIFICATE OF TERMINATION OF
RIGHT OF FIRST REFUSAL – LEASE

RE: ONE UNION SQUARE EAST CONDOMINIUM

UNIT: _____

TOWER: _____

Reference is made to that certain proposed lease (“The Lease”) dated _____ between _____ (“The Unit Owner”), as Owner, and _____ as Tenant, with respect to residential Unit No. _____ (“The Unit”) in the _____ Tower, at One Union Square East Condominium (the Residential Portion which is known as Zeckendorf Towers), One Irving Place, New York, New York, a copy of which lease was previously delivered to the undersigned. The undersigned hereby certifies that the provisions of Article 8 of the By-Laws of One Union Square East Condominium with respect to the lease have been met by the Unit Owner and as a result thereof the Right of First Refusal with respect to the Lease is terminated in accordance with, and subject to, the provisions of Article 8 of the said By-Laws.

This Certificate of Termination is being given in reliance upon the Unit Owner entering into the Lease in the form and substance submitted to the undersigned within the time period set forth in Section 8.1-3 of the By-Laws, and shall be null and void, ab initio, in the event the Lease is not entered into within such time period, or if the Lease is modified, extended, amended, or assigned without the prior written consent of the undersigned.

Furthermore, this certificate of Termination shall be ineffective and considered null and void in the event (i) the Unit Owner shall fail to lease the Unit to the Tenant by the commencement date set forth in the lease (in which case the Unit must first again be offered for Lease to the Residential Board of Managers on behalf of all Residential Unit Owners of the Condominium before same can be leased, as more particularly provided in the said By-Laws)

Except as otherwise defined herein, all capitalized terms herein shall have the same meanings given to those terms in the Declaration of One Union Square East Condominium.

IN WITNESS THEREOF, The Residential Board of Managers of One Union Square East Condominium has duly executed this Certificate on this _____ day _____, 20_____.

THE RESIDENTIAL BOARD OF MANAGERS
OF ONE UNION SQUARE EAST
CONDOMINIUM

By: _____



TO: ALL RESIDENTS
FROM: MANAGEMENT OFFICE
RE: EMERGENCY ACCESS
DATE: _____

IN THE EVENT OF AN EMERGENCY, IT IS EXTREMELY IMPORTANT THAT THE MANAGEMENT OFFICE HAVE IMMEDIATE ACCESS TO YOUR APARTMENT. IF WE CANNOT GAIN ACCESS TO YOUR APARTMENT BECAUSE OF THE LACK OF KEYS DURING AN EMERGENCY, THE MAINTENANCE STAFF WILL TAKE ACTION TO GAIN ENTRY WITH THE POSSIBLE DAMAGE BEING THE RESPONSIBILITY OF THE UNIT OWNER. PLEASE CHECK THE OPTION (S) THAT APPLY TO YOU.

NAME: _____ UNIT# _____

DAYTIME# _____ CELL.# _____ E-MAIL _____

WE CAN BEST PROTECT LIFE AND PROPERTY WHEN MANAGEMENT HOLDS YOUR KEYS OR HAS INFORMATION ON FILE INDICATING THE NEIGHBOR OR FAMILY MEMBER WHO CAN PROVIDE THE NECESSARY ENTRY.

_____ MY KEYS ARE FILED WITH THE MAINTENANCE OFFICE OR WILL BE FILED WITHIN THE NEXT THIRTY DAYS.

_____ MY NEIGHBOR/RELATIVE _____ RESIDING AT _____
HAS KEYS TO MY APARTMENT. TEL# _____ OFFICE# _____

ARE YOU OR ANYONE IN YOUR HOUSEHOLD ON:

LIFE SUPPORT	_____ YES _____	_____ NO _____
USE AN OXYGEN TANK	_____ YES _____	_____ NO _____
DISABLED	_____ YES _____	_____ NO _____
ARE YOU A SENIOR CITIZEN LIVING ALONE	_____ YES _____	_____ NO _____

_____ I HAVE A PET: _____

IN CASE OF EMERGENCY PLEASE CONTACT:

CONTACT NAME: _____

ADDRESS: _____

RELATION: _____

TELEPHONE # (HOME) _____

(BUSINESS) _____

LEASE RIDER

48. CORPORATE USE*:

Supplementing Paragraph 3, if Tenant is a corporation or other business entity, the Unit shall be used solely as a private residence for _____ employees, officers, partners, directors, or Shareholders of _____.

Tenant and their immediate families, with total occupancy limited to _____ persons, Tenants shall notify the Managing Agent of the names of such occupants. Tenants covenants that this lease has been signed by a duly authorization officer or representative of Tenant and has provided such authority to Landlord.

49. APPLIANCES AND FURNISHINGS:

Paragraph 40 of the lease is hereby deleted. The Unit includes the following appliances: stove, refrigerator, and dishwasher (modify as appropriate).

If Unit is rented furnished, a schedule of such furnishings is annexed hereto. Tenant has provided Landlord additional security of \$ _____ to be held in accordance with Paragraph 6 of the Lease and to be used by Landlord in the event of any damage to the attached schedule of furnishings By entering into this lease, Tenant agrees that all furnishings and appliances herein are in working conditions, unless otherwise noted in writing to Landlord.

50. COMMON CHARGES AND UTILITY CHARGES*:

- a) Paragraph 42 of the Lease regarding increase in Common Charges, Common Expenses. Association Dues and Real Estate Taxes, is hereby deleted.
- b) Tenant shall be responsible for direct payment to the appropriate utility company or to the Residential Board of the Condominiums, if such charges are billed on a submetering basis, of the following utility charges: -

Any failure to pay such charges, which result in any additional expense to the Landlord, shall be Treated as a failure to pay Rent and default under this lease.

51. RENT REGULATION:

Landlord and Tenant agree and acknowledge that this Lease and this Unit are not registered under or subject to, or intended to be subject to, the Rent Stabilization Law, The Rent Stabilization Code of the City of New York, of any federal, state, or city law regulating rents.

* For use as appropriate, delete if inapplicable.

52. RENEWAL:

Provided Tenant gives Landlord written notice of its intent to renew this Lease at least _____ days prior to the expiration of the Term, and provided Tenant is not in default in any term or condition of this Lease, upon Landlord's approval, Tenant may renew this Lease and its term shall be extended for any additional term _____ of at a monthly rent of \$ _____

53. DEFINITIONS:

All terms not otherwise defined herein shall have the same meanings ascribed to them in that certain i) Declaration Establishing a Plan for Condominium Ownership of the Premises, as such Declaration may from time to time be Amended, and (ii) the Condominium By Laws annexed to and forming a part of such Declaration.

54. INCONSISTENCIES

In the event of any inconsistency between the terms and provisions of this Lease and those contained in the Declaration, By-Laws, and Rules and Regulations (collectively, the "Condominium Documents"), the terms and provision of the Condominium Documents shall govern and be binding. In the event of any inconsistency between the provisions of the printed Lease and the Rider, the provisions of this Rider shall govern and between the provisions of the printed Lease and the Rider, the provisions of this Rider shall govern and be binding.

55. AMENDMENT

This Lease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Residential Board of Managers of the Condominium (the "Residential Board") in each instance. The term "Board of Managers" as used in the printed form of Lease shall be construed to mean the "Residential Board"; as such term is defined on this Paragraph 55

56. ASSIGNMENT

In addition to Paragraph 13 of the printed Lease, Tenant shall not assign Tenant's interest in this Lease or sublet the Unit or any part thereof without obtaining the prior written consent of Residential Board in each instance.

57. DEFAULTS

Landlord and Tenant acknowledge and agree that if (i) Tenant defaults in the performance of Tenant's obligations under this Lease, or (ii) landlord fails to pay the common charges or any special assessment or other charge payable pursuant 10 the Condominium Documents and as a result the lien granted by Section 399-z of the Real Property Law of the State of New York is foreclosed of a deed in lieu of foreclosure is given to the Residential Board, then the Residential Board shall have the right to cancel this Lease on written notice to Tenant and/or bring summary proceedings to evict Tenant in the name of the Landlord. In the event the Residential Board exercises such right of cancellation, this Lease shall terminate and come to an end effective on the date specified in such cancellation notice, but in no event less than fifteen (15) days after the giving of such cancellation notice, and Landlord shall return to Tenant any rent paid in advance on pro rata basis.

58. RESIDENTIAL BOARD

This Lease and the rights and obligations of the parties hereunder are hereby made expressly subject to the rights, if any, of the Residential Board with respect to the transaction embodied herein, pursuant to the terms of the By-Laws as the same may have been amended. In order to induce the Residential Board to not exercise its right of first refusal contained in of By-Laws, and pursuant to the rights, powers and benefits granted and reserved to the Residential Board under the Condominium Documents, it is agreed that this Lease shall insure to the benefit of, and enforceable by, the Residential Board. That shall comply with all requirements of the Managing Agent of the Condominium facilities and other matters and other matters and all requirements of the Managing Agent in enforcing the by-Laws, rules, regulations, and policies of the Residential Board.

59. REFERENCES

Tenant agrees to furnish to the Residential Board such references and information concerning Tenant as may be required by the Residential Board in connection with its determining whether or not to waive its right of first refusal with respect to this lease.

60. OCCUPANCY

Residential Occupancy of this Unit is limited to _____ persons, who shall be (list names)

Residential occupancy by any other persons shall be deemed a violation of this Lease.

61. LATE PAYMENT

If Rent or added rent is not received when due at _____ by the 6th of the month (give address), Tenant shall pay a late charge of 2% (two percent) for each additional day until the Rent or added rent is paid in full.

62. PETS

No dogs are allowed.

SIGNED:

X _____ DATE: _____
LANDLORD

X _____ DATE: _____
TENANT

RIDER TO LEASE

RIDER attached to and forming part of LEASE dated as of the ___ day of _____, 20___, between _____, Unit Owner, and _____, Tenant.

1. If and to the extent that any of the provisions of any rider to this lease conflict or are otherwise inconsistent with any of the printed provisions of this lease, whether or not such inconsistency is expressly noted in the rider, the provisions of the rider shall prevail.
2. If Unit Owner is more than sixty (60) days in arrears in the payment of its Common Charges (referred to herein as "Default"), then so long as such Default shall be continuing, the Tenant shall, upon receipt of written demand from the One Union Square East Condominium and/or its agents (the "Condominium"), shall deliver to the Condominium all rent or other amounts otherwise due or to become due to the Unit Owner under this Lease.
3. Any payment made by Tenant pursuant to paragraph 2 of this Rider shall be a defense to any non-payment that Unit Owner may bring against Tenant.
4. Notwithstanding anything to the contrary, acceptance by the Condominium of such sums pursuant to Ride paragraph 2 shall not be deemed a release or discharge of any other obligation of the Unit Owner or Tenant to the Condominium.
5. Upon receipt of notice from the Condominium that Unit Owner's Default has been cured, Tenant shall thereafter make rent payments in accordance with this Lease.
6. The Tenant shall have the right to rely upon such notices of the Condominium that Tenant shall pay all rents to the Condominium without any obligation to inquire as to the actual existence of the default, notwithstanding any claim of Unit Owner to the contrary.
7. No rent due under the Lease may be paid in advance, other than the payment of the first month's rent upon execution of this Lease.
8. Any other provision of the Lease or any rider thereto, or any act or course of conduct between Unit Owner and Tenant, even in the absence of a written provision, the purpose of which, the affect of which, shall be to impair, diminish or eliminate any rights afforded the Condominium and its Board of Managers pursuant to the provisions of RPL §§339-kk shall be deemed null and void and shall have no effect upon those rights.

Unit Owner

Tenant

17. **Site of Unit**
adjustment. The cost of the repairs will be added rent.

If there is more than minor damage to the Unit by fire or other casualty, Landlord may cancel this Lease within 30 days after that fire or casualty by giving notice. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Unit to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to arrange for the repair of the Unit. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section, when permitted, is intended to replace the terms of applicable statutory law. Tenant has no right to cancel this Lease due to fire or casualty.

10. Liability

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Landlord is not liable to Tenant if anyone is not permitted or is refused entry into the Building.

Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice.

Tenant is responsible for all acts of Tenant's family, employees, guests or invitees. Tenant must carry whatever property or liability insurance Landlord may require and will name Landlord as a party insured. The insurance shall be no less than a Tenant's Homeowners Insurance Policy in the minimum amount stated above. Tenant shall deliver a copy of the binder to Landlord prior to taking possession of the Unit.

11. Entry by Landlord

Landlord or parties authorized by Landlord may enter the Unit at reasonable hours to: repair, inspect, exterminate, install or work on systems and cause performance of other work that Landlord decides is necessary. At reasonable hours Landlord may show the Unit to possible buyers, lenders or tenants.

If Landlord enters the Unit, Landlord will try not to disturb Tenant. Landlord may cause to be kept in the Unit all equipment necessary to make repairs or alterations to the Unit or Building. Landlord is not responsible for disturbance or damage to Tenant because of work being performed on or equipment kept in the Unit. Landlord's or the Association's use of the Unit does not give Tenant a claim of eviction. Landlord or those authorized by Landlord may enter the Unit to get to any part of the Building.

Landlord has the right at any time to permit the following people into the Unit: (i) receiver, trustee, assignee for benefit of creditors; or (ii) sheriff, marshal or court officer; and (iii) any person from the fire, police, building, or sanitation departments or other state, city or federal government and (iv) the Association, Board of Managers and any other party permitted or authorized by the Declaration or Management Agreement covering the Unit or Condominium. Landlord has no responsibility for damage or loss as a result of those persons being in the Unit.

12. Construction or demolition

Construction or demolition may be performed in or near the Building. Even if it interferes with Tenant's ventilation, view or enjoyment of the Unit it shall not affect Tenant's obligations in this Lease.

13. Assignment and sublease.

Tenant must not assign this Lease or sublet all or part of the Unit or permit any other person to use the Unit. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default section. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after a permitted assignment or sublet even if Landlord accepts rent from the assignee or subtenant. The amount accepted will be credited toward rent due from Tenant. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts of any person in the Unit.

14. Tenant's certificate

Upon request by Landlord, Tenant shall sign a certificate stating the following: (1) This Lease is in full force and unchanged (or if changed, how it was changed); and (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; and (3) Tenant is fully performing all the terms of the Lease and will continue to do so; and (4) rent and added rent have been paid to date. The certificate will be addressed to the party Landlord chooses.

15. Condemnation

If all or a part of the Building or Unit is taken or condemned by a legal authority, Landlord may, on notice to Tenant, cancel the Term. If Landlord cancels, Tenant's rights shall end as of the date the authority takes title to the Unit or Building. The cancellation date must not be less than 30 days from the date of the Landlord's cancellation notice. On the cancellation date Tenant must deliver the Unit to Landlord together with all rent due to that date. The entire award for any taking including the portion for fixtures and equipment belongs to Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

16. Tenant's duty to obey laws and regulations

Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant will not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

17. Site of Unit

If the Landlord wants to sell the Unit Landlord shall have the right to end this Lease by giving 30 days notice to Tenant. If Landlord gives Tenant that notice then the Lease will end and Tenant must leave the Unit at the end of the 30 days period in the notice.

18. No liability for property

Neither Landlord, the Association or Board of Managers is liable or responsible for (a) loss, theft, misappropriation or damage to the personal property, or (b) injury caused by the property or its use.

19. Playground, pool, parking and recreation areas

If there is a playground, pool, parking or recreation area, or other common areas, Landlord may give Tenant permission to use it. If Landlord gives permission, Tenant will use the area at Tenant's own risk and must pay all fees Landlord or the Association charges. Landlord is not required to give Tenant permission.

20. Terraces and balconies

The Unit may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Unit. The Landlord may make special rules for the terrace and balcony. Landlord will notify Tenant of such rules.

Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking is allowed on the terrace or balcony. Tenant may not keep plants, or install a fence or any addition on the terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense.

21. Correcting Tenant's defaults

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's cost to correct the default shall be added rent.

22. Notices

Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Unit. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Landlord must notify Tenant if Landlord's address is changed. The signatures of all Tenants in the Unit are required on every notice by Tenant. Notice by Landlord to one named person shall be as though given to all those persons. Each party shall accept notices of the other.

23. Tenant's default

A. Landlord must give Tenant notice of default. The following are defaults and must be cured by Tenant within the time stated:

- (1) Failure to pay rent or added rent on time, 3 days.
- (2) Failure to move into the Unit within 15 days after the beginning date of the Term, 5 days.
- (3) Issuance of a court order under which the Unit may be taken by another party, 5 days.
- (4) Failure to perform any term in another lease between Landlord and Tenant (such as a garage lease), 5 days.
- (5) Improper conduct by Tenant annoying other tenants, 3 days.
- (6) Failure to comply with any other term or Rule in the Lease, 5 days.

If Tenant fails to cure in the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 3 days after the date of the notice. On the cancellation date in the notice the Term of this lease shall end. Tenant must leave the Unit and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease.

B. If Tenant's application for the Unit contains any misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Paragraph 23. A.

C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Unit, Landlord may in addition to other remedies take any of the following steps: (a) enter the Unit and remove Tenant and any person or property, and (b) use eviction or other lawsuit method to take back the Unit.

D. If this Lease is cancelled, or Landlord takes back the Unit, the following takes place:

(1) Rent and added rent for the unexpired Term becomes due and payable. Tenant must also pay Landlord's expenses as stated in Paragraph 23. D(3).

(2) Landlord may re-rent the Unit and anything in it. The re-renting may be for any Term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord feels is needed to put the Unit in good repair and prepare it for renting. Tenant remains liable and is not released in any manner.

(3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Unit, including, but not only, reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.

(4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.

(5) If Landlord re-rents the Unit combined with other space an adjustment will be made based on square footage. Money received by Landlord from the next tenant, other than the monthly rent, shall be considered as part of the rent paid to Landlord. Landlord is entitled to all of it.

Landlord has no duty to re-rent the Unit. If Landlord does re-rent, the fact that all or part of the next tenant's rent is not

collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

E. If Landlord takes possession of the Unit by Court order, or under the Lease, Tenant has no right to return to the Unit.

24. Jury Trial and counterclaims

Landlord and Tenant agree not to use their right to a Trial by Jury in any action or proceeding brought by either against the other, for any matter concerning this Lease or the Unit. The giving up of the right to a Jury Trial is a serious matter. There are rules of law that protect that right and limit the type of action in which a Jury Trial may be given up. Tenant gives up any right to bring a counterclaim or set-off in any action by Landlord against Tenant on any matter directly or indirectly related to this Lease.

25. Bankruptcy, insolvency

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

26. No Waiver

Landlord's failure to enforce, or insist that Tenant comply with a term in this Lease is not a waiver of Landlord's rights. Acceptance of rent by Landlord is not a waiver of Landlord's rights. The rights and remedies of Landlord are separate and in addition to each other. The choice of one does not prevent Landlord from using another.

27. Illegality

If a term in this Lease is illegal that term will no longer apply. The rest of this Lease remains in full force.

28. Representations, changes in Lease

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

29. Inability to perform

If due to labor trouble, government order, lack of supply, Tenant's act or neglect or any other cause not fully within the Association's reasonable control, the Association, or Board of Managers is delayed or unable to carry out any of their respective obligations, requirements, promises or agreements, if any, this Lease shall not be ended or Tenant's obligations affected in any manner.

30. Limit of recovery against Landlord

Tenant is limited to Landlord's interest in the Unit for payment of a judgment or other court remedy against Landlord.

31. End of Term

At the end of the Term, Tenant must: leave the Unit clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Unit and Building caused by moving; and restore the Unit to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or State or Federal holiday the term shall end on the prior business day.

32. Space "as is"

Tenant has inspected the Unit and Building. Tenant states that they are in good order and repair and takes the Unit as is. Sizes of rooms stated in brochures or plans of the Building or Unit are approximate and subject to change. This Lease is not affected or Landlord liable if the brochure or plans do not show obstructions or are incorrect in any manner.

33. Quiet enjoyment

Subject to the terms of this Lease, as long as Tenant is not in default Tenant may peaceably and quietly have, hold, and enjoy the Unit for the Term.

34. Landlord's consent

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

35. Lease binding on

This Lease is binding on Landlord and Tenant and their heirs, distributees, executors, administrators, successors and lawful assigns.

36. Landlord

Landlord means the owner of the Unit. Landlord's obligations end when Landlord's interest in the Unit is transferred. Any acts Landlord may do may be performed by Landlord's agents.

37. Broker

If the name of a Broker appears in the box at the top of the first page of this Lease, Tenant states that this is the only Broker that showed the Unit to Tenant. If a Broker's name does not appear Tenant states that no agent or broker showed Tenant the Unit. Tenant will pay Landlord any money Landlord may spend if either statement is incorrect.

38. Paragraph headings

The paragraph headings are for convenience only.

39. Rules

Tenant must comply with these Rules. Notice of new or changed Rules will be given to Tenant. Landlord, the Association or Board of Managers need not enforce Rules against other tenants. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these Rules:

(1) The comfort or rights of other tenants must not be

interfered with. Annoying sounds, smells and lights are not allowed.

(2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Unit or in the hallway or public areas. Clothes, linens or rugs may not be aired or dried from the Unit or on terraces.

(3) Tenant must give the Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. All keys must be returned to Landlord at the end of the Term.

(4) Floors of the Unit must be covered by carpets or rugs. Waterbeds or furniture containing liquid are not allowed in the Unit.

(5) Dogs, cats or other animals or pets are not allowed in the Unit or Building. Feeding of birds or animals from the Unit, terraces or public areas is not permitted.

(6) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.

(7) Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed. Landlord may stop their use at any time.

(8) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on personal errands.

(9) Improperly parked cars may be removed without notice at Tenant's cost.

(10) Tenant must not allow the cleaning of the windows or other part of the Unit or Building from the outside.

(11) Tenant shall conserve energy.

(12) Tenant may not operate manual elevators. Smoking or carrying lighted pipes, cigarettes or cigars is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances.

(13) The entrances, halls and stairways may only be used to go to or leave the Unit.

(14) Professional tenants must not allow patients to wait in public areas.

(15) Inflammable or dangerous things may not be kept or used in the Unit.

(16) No tour of the Unit or Building may be conducted. Auctions or tag sales are not permitted in Units.

(17) Bicycles, scooters, skate boards or skates may not be kept or used in lobbies, halls or stairways. Carriages and sleds may not be kept in lobbies, halls or stairways.

40. Appliances, etc., included in Lease

The Lease includes only personal property itemized on the annexed schedule called the Personal Property schedule.

41. Definitions

a) "Association" means the Unit Owners Association and/or any organization, whether or not incorporated, whose membership is essentially limited to owners of units in the Condominium or in condominiums located in the vicinity.

b) Words defined in applicable statutes have the meanings therein set forth.

c) "Condominium" — See Heading.

d) "Unit" — See Heading.

e) "Board of Managers" — group of persons selected, authorized and directed to manage and operate a condominium, as provided by the Condominium Act, and the Declaration.

f) "Building" — See Article 1.

g) "Common Charges" — each unit's share of the Common Expenses in accordance with its Common Interest in the Common Elements of the Condominium.

h) "Common Elements" — that which is described in the Declaration.

i) "Common Expenses" — the actual and estimated expenses of operating the Condominium and any reasonable reserve for such purposes, as found and determined by the Board of Managers plus all sums designated Common Expenses, including, but not limited to, real estate taxes, if applicable, by or pursuant to the Condominium Act, or the declaration.

j) "Common Interest" — the proportionate, undivided interest each Unit-owner has in the Common Elements.

k) "Unit-owner" — the person or persons owning 1 or more units in the Condominium in fee simple.

42. Increase in Common Charges and Real Estate Taxes

A. Tenant shall pay to Landlord, as added rent, all increases in Common Charges, Common Expenses and Association dues related to the Unit, which exceed those charges, expenses or dues payable on the date of this Lease.

B. Tenant shall pay to Landlord, as added rent, any increase in the Real Estate Taxes (including all equivalent, and/or use and/or supplemental taxes and taxes assessed against the Unit as a substitute for Real Estate Taxes) above the Real Estate Taxes assessed or imposed against the Unit (including but not limited to increases in assessed value or tax rate) for the fiscal tax year in effect on the commencement date of the Term of this Lease.

43. No Liability

A. Landlord, the Board of Managers, the Association and their respective agents, contractors and employees, shall not be liable for, injury to any person, or for property damage sustained by Tenant, its licensees, invitees, guests, contractors and agents, or by any other person for any reason except for negligence of Landlord, the Board of Managers or the Association.

B. Tenant agrees to protect, indemnify and save harmless Landlord, the Board of Managers and the Association from all losses, costs, or damages suffered by reason of any act or other occurrence which causes injury to any person or property and is related in any way to the use of the Unit.

44. Automobiles

The use or storage of Tenant's or any other person's automobile whether or not parked or being driven in or about the Building