MAXWELL-KATES, INC.
The 260 Park Avenue South Condominium Lease Package
260 Park Avenue South
New York, N.Y. 10010

ONE ORIGINAL COPY OF THE PACKAGE MUST BE FORWARD TO: MAXWELL-KATES, INC.- 9 EAST 38TH STREET, - 6TH FLOOR, NEW YORK, NEW YORK 10016. ATTENTION: TRANSFER DEPARTMENT (Incomplete Packages will not be processed or sent to the Board). The Board and/or management reserve the right to seek additional information and/or documentation at any time during the review process. As per the offering plan, the Board is permitted up to 30 days to review and act on the application.

CLEAR PHOTO ID OF ALL OCCUPANTS MUST BE SUBMITTED WITH THIS APPLICATION

Application Requirements:
1. Notice of Intention to Lease Condominium Unit completed and signed (attached)
2. Complete and Sign attached Lease Application
3. Lease Agreement, rider and assignment of rent and (ACH Debit Agreement by Unit Owner along with voided check) must be executed by all parties as indicated.
4. Lead Paint Disclosure and Window Guards acknowledgement must be executed by all parties.
5. Criminal/Credit Authorization form must be executed by each applicant.
6. House Rules, Pet Policy Acknowledgement and Resident Contact Information Form and Riders to Lease acknowledgments must be executed by the proposed tenants.
7. Current Landlord/Managing Agent reference letter for the proposed tenants must be submitted.
8. Two (2) personal & Two (2) professional letters of reference must be submitted for each applicant named on the lease.
9. An employer letter must be submitted for each applicant named on the lease inclusive with salary, position and length of employment information.
10. Two most recent bank statements for each applicant must be submitted.

You must contact Cindy Chan at Maxwell Kates (212-684-8282) at least 48 hours prior to any move in/out at the building to go over all policies and procedures. Moving hours are 9:00AM - 4:00 PM Monday – Friday only.

FEES DUE UPON SUBMISSION OF LEASE APPLICATION FOR REVIEW:
(From Unit Owner): All Checks must be separate
1. Waiver of Right of First Refusal Fee of $350.00 payable by Unit Owner to “Maxwell-Kates, Inc”.
2. Application Fee of $500.00 payable to “The 260 Park Avenue South Condominium”.
3. Annual Leasing Fee of 50% of one (1) month’s current common charge payable to “The 260 Park Avenue South Condominium”.
(From Proposed Tenant):
1. A move in deposit of $1,000.00 payable to “The 260 Park Avenue South Condominium”.
2. A move in fee of $1,200.00 payable to “The 260 Park Avenue South Condominium”.
3. A move out fee of $1,200.00 payable to “The 260 Park Avenue South Condominium”.
4. Credit & criminal report fee-in the amount of $165.00 for each tenant named on lease is payable to “Maxwell-Kates, Inc”.
5. Application fee-in the amount of $350.00 payable by proposed tenant to “Maxwell-Kates, Inc”.

9 East 38th Street, 6th Floor, New York, NY 10016
Tel: 212.684.8282 Fax: 212.684.8077 www.maxwellkatesinc.com
IMPORTANT NOTE: LEASE RENEWAL PROCEDURE OF TENANT ALREADY IN OCCUPANCY STAYING IN THE SAME APARTMENT:
The Unit Owner must submit correspondence at least 60 days prior to the end of the current lease term requesting a renewal with the same tenant inclusive with any proposed new terms of the lease.

Fees to be submitted with the above correspondence:

1) $250.00 administrative leasing fee to “The 260 Park Avenue South Condominium”.
2) $150.00 application processing fee payable to “Maxwell-Kates, Inc”.

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The 260 Park Avenue South Condominium

ARTICLE 7
SELLING AND LEASING OF UNITS; ASSIGNMENT OF LICENSES

Section 7.1 General. Subject to the terms of Section 7.3 hereof, each Residential Unit Owner may (i) sell the Residential Unit and (ii) lease the Residential Unit for periods of not less nor more than 1 year, provided however, no Residential Unit Owner may sell or lease the Residential Unit except in compliance with the applicable provisions of this Article 7. Any purported sale or lease commenced in default in the applicable terms hereof shall be voidable at the sole discretion of the Condominium Board, and if the Condominium Board shall so elect, the selling or leasing Residential Unit Owner shall be deemed to have authorized and empowered the Condominium Board to institute legal proceedings to eject the purported Purchaser (in the event of an unauthorized sale) or to eject the purported tenant (in the event of an unauthorized lease) in the name of such Residential Unit Owner. Such Residential Unit Owner shall reimburse the Condominium Board for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, reasonable attorneys' fees and disbursements and court costs.
MAXWELL-KATES, INC.

260 PARK AVENUE SOUTH CONDOMINIUM NOTICE OF INTENTION TO LEASE

New York, ____________________ 20_________

The undersigned, being the owner(s) of unit no. __________ in The 260 PARK AVENUE SOUTH Condominium (the “Condominium”), New York, New York, hereby notifies the Board of Managers (the “Board”) in care of Maxwell-Kates, Inc., as Managing Agent, that the undersigned has received a bona fide offer to LEASE said unit from the below named prospective tenant(s) on the terms stated below, and that the undersigned intends to accept such offer.

Unit Owner: ________________________________________________________________

TERMS OF PROPOSED LEASE:
Attached is a true copy of the LEASE setting forth all the terms of the agreement between the parties. The Unit is for Residential Use and no other.

UNIT #__________ TENANT(S): ______________________________________________

NAME AND ADDRESS OF PROSPECTIVE TENANT(S): If a prospective tenant(s) is a corporation, name the designated office, director, stockholder or employee of the corporation who will occupy the apartment unit and for how long a term. The lease must provide that when and if the designated occupant(s) vacate the unit, a new lease package must be completed and sent to the Board, in accordance with the By-Laws pertaining to the Right of First Refusal. No successor designated occupant(s) may occupy the premises until the Board has waived its Right of First Refusal.
ANTICIPATED OCCUPANCY DATE: ____________________________

The undersigned hereby submits to the Board this proposal together with the accompanying information concerning the applicant tenant(s). In applying for consent to this proposed lease, the undersigned understands that such consent is required by the By-Laws. The undersigned also understands that the information requested is essential to this application. The undersigned authorizes the Board to review and request any credit/criminal reports, references, and any information necessary in connection with this application.

The undersigned acknowledges and consents to the following terms and conditions,
Maxwell-Kates, Inc., is acting as Agent for the Board and makes no representation or warranty with respect to the building or the apartment or any act or failure on the part of the Board in connection with this application or in connection with any lease contemplated herein. The tenant(s) take the apartment “as is” unless otherwise specifically stated in the lease. The undersigned represents that the lease described above shall be made in accordance with the provisions of the By-Laws of the Condominium and agrees to promptly deliver to the Board all such further information with respect to the offer as the Board may reasonably request and to execute all documents required pursuant to law, the By-Laws and this application. The undersigned acknowledges that the Board has a waiver period, commencing with the date of receipt of this Notice and delivery of such additional information concerning the offer as the Board may reasonably request, to exercise its Right of First Refusal to purchase or lease the unit on the terms specified herein and in the By-Laws. The undersigned hereby requests that, if the Board elects to waive or release such Right of First Refusal, it shall deliver to the undersigned a certificate to that effect, pursuant to the provision of the By-Laws. The parties will have a maximum of thirty (30) days within which to enter into the lease of the unit on the terms above stated after receiving a waiver from the Board.

_____________________________________  ________________________________
Name of Individual Owner or Corporation                  Name of Individual Owner or Corporation

_____________________________________  ________________________________
Signature of Individ. Owner or Auth. Off. of Corp.       Signature of Individ. Owner or Auth. Off. Of Corp.

9 East 38th Street, 6th Floor, New York, NY 10016
Tel: 212.684.8282     Fax: 212.684.8077   www.maxwellkatesinc.com
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____________________________________________________________________
APPLICANT(S) SIGNATURE: 1____________________________________________________________________
ADDRESS: 1____________________________________________________________________________________
SOCIAL SECURITY #: 1____________________________________________________________________________
DATE OF BIRTH: 1______________________________________________________________________________

APPLICANT(S) NAME: 2____________________________________________________________________
APPLICANT(S) SIGNATURE: 2____________________________________________________________________
ADDRESS: 2____________________________________________________________________________________
SOCIAL SECURITY #: 2__________________________________________________________________________
DATE OF BIRTH: 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:

The Screening Pros, LLC
ATT: Consumer Disclosure
P. O. Box 3338, Chatsworth, CA 91313-3338
1-800-877-3908 Ext: 300

Trans Union ATTN: TransUnion Consumer Relations
2 Baldwin Place, P. O. Box 1000, Chester, PA 19022
1 (800) 888-4123
Consumer Rights under the Fair Credit Reporting Act (FCRA)


A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you -- must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven
years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need — usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

<table>
<thead>
<tr>
<th>TYPE OF BUSINESS:</th>
<th>CONTACT:</th>
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</thead>
<tbody>
<tr>
<td>Consumer reporting agencies, creditors and others not listed below</td>
<td>Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357</td>
</tr>
<tr>
<td>National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)</td>
<td>Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743</td>
</tr>
<tr>
<td>Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)</td>
<td>Federal Reserve Board Division of Consumer &amp; Community Affairs Washington, DC 20551 202-452-3693</td>
</tr>
<tr>
<td>Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)</td>
<td>Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929</td>
</tr>
<tr>
<td>Federal credit unions (words “Federal Credit Union” appear in institution’s name)</td>
<td>National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600</td>
</tr>
<tr>
<td>State-chartered banks that are not members of the Federal Reserve System</td>
<td>Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342</td>
</tr>
<tr>
<td>Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission</td>
<td>Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306</td>
</tr>
<tr>
<td>Activities subject to the Packers and Stockyards Act, 1921</td>
<td>Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051</td>
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THE 260 PARK AVENUE SOUTH CONDOMINIUM

* * *

ADDENDUM TO THE BY-LAWS

* * *

HOUSE RULES AND REGULATIONS

(Amended and Restated as of May 3, 2012)

1. The sidewalks, entrance passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

2. No velocipedes, bicycles, rollerblades, scooters, or similar vehicle shall be taken into or out of the Building other than through the elevator designated by the Condominium Board or Managing Agent for such purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

3. All service and delivery persons will be required to use the entrances of the Building designated by the Condominium Board or Managing Agent. In addition, all servants, messengers and tradespeople visiting the Building shall use the elevators designated by the Condominium Board or Managing Agent for the purposes of ingress and egress, and shall not use any of the other elevators for any purpose; provided, however, that nurses in the employ of Unit Owners or their Family Members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said Unit Owners, Family Members, guests, subtenants, licensees, or invitees.

4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevators designated by the Condominium Board or Managing Agent for the purpose and only through the service entrances.

5. No article (including, but not limited to, baby carriages, golf clubs, garbage cans, bottles or mats) shall be placed or stored in any of the common storage rooms, halls or on any of the staircases or fire tower landing of the Building, nor shall any fire exit thereof be obstructed in any manner; provided, however, that an article delivered to an occupant of a Unit may be stored in the common storage rooms, space permitting, for a period not to exceed (x) 48 hours after delivery of such article or (y) if all occupants of the Unit are absent from the Building when such article is delivered, 48 hours after the return to the Building of the first such occupant, but in no event for a period exceeding 30 days after delivery of such article.

6. No Unit may be used for the storage of any flammable materials or any other materials the storage of which may constitute a building code violation or which will increase the insurance requirements for the Building.

7. No refuse from the Units shall be sent to the service area of the Building, except at such time and in such manner as the Condominium Board or Managing Agent may direct. Nothing shall be hung or shaken from any doors or windows, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

8. There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules, corridors, stairways, or fire towers of the Building.

9. The Condominium Board or Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.

10. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof. No Unit Owner shall permit
anything to be done or kept in his Unit or in the Common Elements that will result in the
cancellation of insurance on the Building, or the contents thereof, or that would be in violation of
any Law. No Unit Owner or any of his Family Members, agents, servants, employees, licensees,
or visitors shall, at any time, bring into or keep in his Unit any inflammable, combustible, or
explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for
the permitted uses of such Unit.

11. There shall be no barbecuing in the Units, in their appurtenant Limited Residential
Common Elements, if any, or in the Common Elements.

12. With the exception of the Sponsor, no Residential Unit Owner shall make, cause,
or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to
emanate from his Residential Unit or its appurtenant Limited Residential Common Elements, if
any, or permit anything to be done therein that will interfere with the rights, comforts, or
conveniences of the other Residential Unit Owners. No Residential Unit Owners shall play upon
or suffer to be played upon any musical instrument, or shall operate or permit to be operated a
phonograph, radio, television set, or other loudspeaker in such Unit Owner’s Unit or its
appurtenant Limited Residential Common Elements, if any, between midnight and the following
8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event
shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental
music between the hours of 10:00 P.M. and the following 8:00 A.M. No construction, repair work,
or other installation involving noise shall be conducted in any Residential Unit except on
weekdays (not including legal holidays) and only between the hours of 9:00 A.M. and 5:00 P.M.,
unless such construction or repair work is necessitated by emergency.

13. No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in, on
or about the Building unless, in each instance, the same shall have been expressly permitted in
writing by the Condominium Board or Managing Agent. Any such consent, if given, shall be
revocable at any time by the Condominium Board or Managing Agent in their sole discretion. In
no event shall a bird, reptile, or animal be permitted in any public elevator of the Building, other
than the elevators designated by the Condominium Board or Managing Agent for that purpose, or
in any of the public portions of the Building, unless carried or on leash. No pigeons or other birds
or animals shall be fed from the window sills, or other public portions of the Building, or on the
sidewalk or street adjacent to the Building.

14. No group tour or exhibition of any Residential Unit or its contents shall be
conducted, nor shall any auction sale be held in any Residential Unit without the consent of the
Condominium Board or Managing Agent in each instance. In the event that any Residential Unit
shall be used for home occupation purposes in conformance with the Declaration and the By-Laws,
no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or
vestibule.

15. Unless expressly authorized by the Condominium Board in each instance, not less
than 80% of the floor area of each Residential Unit (excluding only kitchens, pantries, bathrooms,
closets and foyers) must be covered with rugs, carpeting, or equally effective noise reducing
material.

16. No window guards or other window decorations shall be used in or about any
Residential Unit, except such as shall have been approved in writing by the Condominium Board
or Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event,
however, shall any windows of any Residential Unit be colored or painted.

17. No ventilator or air conditioning device shall be installed in any Residential Unit
or its appurtenant Limited Residential Common Elements, if any, without the prior written
approval of the Condominium Board, which approval may be granted or refused in the sole
discretion of the Condominium Board.

18. No radio or television aerial shall be attached to or hung from the exterior of the
Building, and no sign, notice, advertisement, or illumination (including, without limitation, “For
Sale”, “For Lease”, or “For Rent” signs) shall be inscribed or exposed on or at any window or
other part of the Building, except such as are permitted pursuant to the terms of the Declaration and/or the By-Laws or shall have been approved in writing by the Condominium Board or Managing Agent. Nothing shall be project from any window of a Residential Unit without similar approval.

19. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

20. Water-closet and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags, or any other article shall be thrown into same. Any damage resulting from misuse of any water-closet or other apparatus in a Unit shall be repaired and paid for by the owner of each Unit.

21. Each Unit Owner shall keep his Unit and its appurtenant Limited Residential Common Elements, if any, in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

22. The agents of the Condominium Board or Managing Agent, and any contractor or workman authorized by the Condominium Board or Managing Agent may enter any room or Unit at any reasonable hour of the day, on at least 1 day’s prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; provided, however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

23. The Condominium Board or the Managing Unit may retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Condominium Board or Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit entry to his Residential Unit at any time when entry therein is necessary or permissible under these House Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or Managing Agent, then the Condominium Board or Managing Agent or their agents (but except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Residential Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner’s property).

24. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or the Managing Agent, whether for such Unit Owner’s Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the Managing Agent, shall (except as provided in Rule 22 above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefore or connected therewith.

25. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever, enter upon, or attempt to enter upon, the roof of the Building unless such roof is part of a lawful Terrace.

26. No occupant of the Building shall send any employee of the Condominium or the Managing Agent out of the Building on any private business.

27. Any consent or approval given under these House Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or Managing Agent, be conditional in nature.
28. Except for the Sponsor, no Residential Unit Owner shall install any plantings on any Terrace or roof without the prior written approval of the Condominium Board. Plantings shall be placed in containers impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the containers to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in containers which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such Terrace or roof but shall stand on supports at least two inches above such surface. No planting shall be permanently affixed to a Terrace or roof surface but shall be able to be easily moved. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary by or damage caused by such planting. The Condominium Board shall have an easement and a right of access to the Terrace appurtenant to the Unit to inspect the same and to remove violations therefrom and to install, operate, maintain, repair, alter, build, restore any of the Common Elements located in, over, under through, adjacent to, or upon the same.

29. No Residential Unit Owner shall enclose, erect a greenhouse and/or alter the Terrace appurtenant to a Residential Unit in such a way that will alter the conformity of the Building, without the prior written consent of the Condominium Board.

30. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.

31. No portion of any common hallway may be redecorated, refurbished, or furnished, in any manner without the consent of the Condominium Board. Notwithstanding the foregoing, in the event that the Unit Owners of a majority in number of the Residential Units on a floor shall agree in writing to redecorate, refurbish or furnish such floor in accordance with plans previously approved in writing by the Condominium Board, the Condominium Board shall not unreasonably withhold its consent thereto, on the condition that the Unit Owners so agreeing shall deliver to the Condominium Board a written agreement with regard thereto, and pursuant to which such Unit Owners agree to bear, and to indemnify, hold harmless and defend the Condominium and the Condominium Board with regard to, all costs and expenses associated with such redecoration, refurbishment, or furnishing of such common hallway.

32. In the event that a Unit Owner, or any occupant of such Unit Owner’s Unit, shall: (i) create any objectionable noises, odors, or other conditions, which shall emanate from such Unit into other Units or Common Elements and which shall, in the judgment of the Condominium Board, unreasonably disturb other residents of the Building, or (ii) fail to dispose of refuse in the manner prescribed by the Condominium Board or Managing Agent, or (iii) violate any provision of the By-Laws or these House Rules and Regulations, the Condominium Board shall have the authority to impose a fine for each such incident, in an amount of not more than $1,000 for the first such incident involving the same or similar subject matter, such fine to be immediately payable by such Unit Owner as part of such Unit Owner’s Common Charges. In the event of many subsequent incident involving such Unit Owner, or other occupant of such Unit Owner’s Unit, and the same or similar subject matter, the Condominium Board shall have the discretion to increase the applicable fine, up to double the amount of the fine levied in respect of the immediately preceding such incident.

33. (a) No person shall smoke or ignite, or permit any other person dwelling in or visiting a Residential Unit to smoke or ignite, within or about the Residential Unit or anywhere else in the Building any cigarette, cigar, pipe or other method of smoking any tobacco or non-tobacco product; provided, however that the foregoing prohibition shall not apply to a Residential Unit Owner who is in occupancy in a Residential Unit, or to any person co-occupying a Residential Unit with a Residential Unit Owner who is in occupancy in the Residential Unit.

(b) Every lease for the leasing of a Residential Unit shall contain the following provision: "No smoking is permitted in the Residential Unit." A proposed lease that does not
contain the foregoing provision shall be deemed incomplete, and the period in which the Condominium Board shall be required to waive or exercise its right of first refusal with regard to such proposed lease shall not be deemed to have commenced.
THE 260 PARK AVENUE SOUTH CONDOMINIUM

September 27, 2011

260 Park Avenue South
260 Park Avenue South
New York, NY 10010

Re: Amended House Rules

Dear Unit Owners/Residents:

Pursuant to the authority vested by Section 24(a)(iv) of the bylaws of the Condominium, the Condominium’s Board of Managers hereby adopt the following House Rule, 3-31:

In the event that a Unit Owner, or other occupant of a Unit, shall: (1) create any objectionable noises, odors, or other conditions, which shall ascend from the Unit into other Units or common areas of the Building and which shall unreasonably disturb other residents of the Building, or (3) fail to dispose of trash in the manner prescribed by the Condominium, or (4) violate any other Rule or Regulation of the Condominium, the Condominium Board shall have the authority to impose fines for each such incident, in an amount of not more than $100 for the first such incident involving such Unit, $250 for the second such incident involving such Unit, and $500 for each subsequent incident involving such Unit. The Condominium Board shall have the authority to increase or decrease the amounts of such fines from time to time, with regard to incidents that shall occur subsequent to the date of any such increase or decrease.

Very truly yours,

Board of Managers
CONDOMINIUM LEASE APPLICATION

Applicant's Name: ___________________________ S.S. # ______________
Applicant's Name: ___________________________ S.S. # ______________
Unit Owner's Name: ___________________________ S.S. # ______________
Phone: ___________________________ Forward Address:

Apartment: __________ Length of Sublease: __________ Sublease Term: __________ to __________
Monthly Rent: $________ Annual Rent: $________ Security: $________

INFORMATION REGARDING APPLICANT(S)

Home Address: ___________________________
Phone: ___________________________
Business or Professional Affiliation and Position: ___________________________

Business Address: ___________________________
Phone: ___________________________

Names of all persons and relationship who will reside in the apartment and if children, please state number and their approximate ages:

________________________________________

Does applicant wish to maintain any pets? If so, please explain:

________________________________________

REFERENCES

LANDLORD

Present Landlord or Agent: ___________________________
Address: ___________________________
Approximate Length of Occupancy: ___________________________

Previous Landlord or Agent: ___________________________
Address: ___________________________
Address of previous residence and approximate length of occupancy: ___________________________

(Continued)
CONDOMINIUM
LEASE APPLICATION

FINANCIAL:
a. Bank (Personal Account):

b. Bank (Personal Account):

c. Bank (Business Account):

d. Stock Broker, C.P.A., Executor (If any):

e. For information regarding source(s) of income, contact:

BUSINESS/PROFESSIONAL
1. Name:
   Address:
2. Name:
   Address:
3. Name:
   Address:
4. Name:
   Address:

SPECIAL REMARKS
Please give any additional information which may be pertinent or helpful:

The undersigned hereby affirms that the information contained in this application is true and accurate to the best of his/her knowledge and belief.

Signature of Applicant

Signature of Spouse/Co-Applicant
260 PARK AVENUE SOUTH CONDOMINIUM
260 Park Avenue South, New York, NY 10010

Rule & Regulations Acknowledgment

I/We have received, and have read, a copy of the Rules & Regulations of 260 Park Avenue South Condominium. I/We understand that, as a unit owner or as a tenant, I/We am/are bound by these Rules & Regulations.

Signature

Signature
260 PARK AVENUE SOUTH CONDOMINUM
260 Park Avenue South, New York, NY 10010

Pet Approval

Unit No.: ______________________

Name of Owner: ______________________

Description of Pet:
(size, weight, age) ______________________

Signature: ______________________

Date: ______________________
260 PARK AVENUE SOUTH CONDOMINIUM
260 Park Avenue South
New York, NY 10010

RESIDENT CONTACT INFORMATION

PLEASE COMPLETE THE FOLLOWING FORM:

Resident Name: ___________________________ Apt. No: ________________

_____________________________________

Forwarding Address (if different than the building):

_____________________________________

_____________________________________

Home No.: ___________________________ Work No.: ________________

Cell No.: ___________________________ Weekend No.: ________________

E-mail Address: _______________________

_____________________________________

LEASE OF A CONDOMINIUM UNIT

The Landlord and Tenant agree to lease the Unit and Landlord’s interest in the Common Elements located in the Condominium at:

LANDLORD: ___________________________ TENANT: ___________________________

Unit (and terrace, if any) ____________________________________________________________________________

<table>
<thead>
<tr>
<th>Lease Date</th>
<th>Term</th>
<th>Yearly Rent</th>
<th>Monthly Rent</th>
<th>Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning</td>
<td>Ending</td>
<td>Tenant's Insurance $</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Declarant of Condominium: ___________________________ Name of Condominium: ___________________________

1. Lease is subject and subordinate to (A) the By-Laws, Rules and Regulations and Provisions of the Declaration Establishing a Plan for Condominium Ownership of the Premises and (B) Powers of Attorney granted to the Board of Managers, lease agreements, mortgages, assignments, modifications, consolidations, replacements and covenants to which the Declaration or the Unit are presently or may in the future be subject. Tenant shall not perform any act, or fail to perform any act, if the performance or failure to perform would be a violation of any of the provisions of this Declaration or a document referred to in (B). Tenant shall not exercise any right or privilege under this Lease, the performance of which would be a default in or violation of the Declaration or a document referred to in subsection (B). Tenant must promptly execute any certificates that Landlord requests to show that this Lease is subject and subordinate, Tenant acknowledges Landlord’s interest, and Tenant agrees to execute any of such certificates for the Landlord. Tenant acknowledges that Tenant has had the opportunity to read the Declaration of Condominium Ownership for the Condominium, including the By-Laws. Tenant agrees to observe and be bound by all the terms contained in it which apply to the occupant or user of the Unit or a user of Condominium common areas and facilities. Tenant agrees to observe all of the Rules and Regulations of the Association and Board of Managers. If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Unit in good condition on the last day of the Term, then Landlord will return the security being held.

2. Landlord Charges

Landlord may borrow money from a lender who may request an agreement for changes in this Lease. Tenant shall sign the agreement if it does not change the rent or the Term, and does not interfere with the Unit.

3. Use

The Unit must be used only as a private residence and for no other reason. Only a party signing this Lease or the spouse and children of that party may use the Unit.

4. Rent, added rent

A. The rent payment for each month must be made on the first day of that month at Landlord’s address. Landlord must give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month’s rent is to be paid when Tenant signs this Lease. Tenant may be required to pay security charges in Landlord under the terms of this Lease. They are called “added rent.” This added rent is payable as rent, together with the next month’s rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Payment of rent in Installments is for Tenant’s convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

B. This Lease and the obligation of Tenant to pay rent and perform all of the agreements as the part of Tenant to be performed shall not be affected, impaired or excused, nor shall there be any appointment of abatement of rent for any reason, including, but not limited to, damage to the Unit or inability to use the Common Elements.

5. Failure to give possession

Landlord shall not be liable for failure to give Tenant possession of the Unit on the beginning date of the Term, but shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

6. Security

Tenant has given security to Landlord in the amount stated above. The security has been deposited in the Bank named above and delivery of this Lease is notice of the deposit. If the Bank is not named, Landlord will notify Tenant of the Bank’s name and address in which the security is deposited.

7. Alterations

Tenant must agree to Landlord’s prior written consent to install any paneling, flooring, “built in” cabinetry, partitions, railings or to make alterations or to paint or wallpaper the Unit. Tenant must not change the plumbing, ventilating, air conditioning, lighting, or wiring systems. If consent is given the alterations and installations shall become the property of Landlord when completed and paid for. They shall remain with and as part of the Unit at the end of the Term. Tenant has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Tenant shall comply with demand at Tenant’s own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

8. Repairs

Tenant must take good care of the Unit and all equipment and fixtures in it. Tenant must, at Tenant’s own cost, make all repairs and replacements whenever the need results from Tenant’s act or negligence. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord’s expense will be added rent. Subject to Tenant’s obligations under this Lease, Landlord will require the Association (to the extent that the Association is obligated under the terms of the Declaration or other agreements) to make the Unit, or repair any damage to it, except where caused in whole or in part by the act, failure to act, or negligence of Tenant, or Tenant’s licensees, invitees, guests, contractors or agents. Tenant must give Landlord prompt notice of required repairs or replacements.

9. Fire, accident, defaults, damage

Tenant must give Landlord prompt notice of fire, accidents, damage or dangerous or defective condition, if the Unit cannot be used because of fire or other casualty. Tenant is not required to pay rent for the time the Unit is unusable. If part of the Unit cannot be used, Tenant
must pay rent for the usable part. Landlord shall have the right to decide which part of the Unit is usable. Landlord need only arrange for the damaged structural parts of the Unit to be repaired. Landlord is not required to arrange for the repair or replacement of any equipment, fixtures, furnishings or decorations. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant or its guests, Landlord or its agents, or at the time of the fire or casualty, Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no 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 action is brought against Landlord from Tenant's act or neglect Tenant shall defend Landlord as Tenant's expense with the consent 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 covered 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 times for repair, inspection, examination, or work on or equipment leased in the Unit.

If Landlord enters the Unit, Landlord will try not to disturb Tenant. Landlord may require the Unit 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 there 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: (1) receiver, assignee, manager for benefit of creditors, or an assignee in bankruptcy, trustee, marshals, or court officer; and (2) any person from the fire, police, building, or sanitation departments or other state, city or federal government and the Association, Board of Managers and any other party entitled 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 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 shall not assign this Lease or sublet all or part of the Unit or permit any other person to use the Unit if Tenant does not assign this Lease or sublet all or part of the Unit or permit any other person to use the Unit if Tenant does not assign this Lease or sublet all or part of the Unit or permit any other person to use the Unit.

14. Tenant's covenants

Upon request by landlord, Tenant shall sign a certificate stating the following: (1) This Lease is in full force and unchallenged (or if challenged, how it was challenged); and (2) Landlord has fully performed all 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 the less than 10% 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 right to end the Lease or the authority taking the Unit or Building. The condemnation notice shall not be less than 30 days from the date of the condemnation notice. Notice of the condemnation date Tenant must deliver the Unit to Landlord together with all rent due to that date. The entire notice shall have no effect. If Tenant has not vacated the building, equipment shall be delivered to Landlord. Tenant will not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in Landlord's insurance premiums as added rent.

17. Sale of Unit

If the Landlord wants to sell the Unit Landlord shall have the right to and this Lease by giving 30 days notice to Tenant. If Tenant 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. Playgrounds, 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.

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. Landlord may make special rules for the terrace and balcony. Landlord will notify Tenant of such rules.

Tenant must keep the terrace or balcony free and clear from snow, ice, leaves and garbage and keep all doors and drains clear of debris that is good repair. No caging is allowed on the terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense.

21. Converting 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 written. If in Tenant, it must be delivered or mailed to the Tenant at the Unit. If Landlord it must be mailed to Landlord's address. The day mailed will be considered delivered on the day mailed or if not mailed, left at the proper address. A notice must be sent by certified mail. Landlord must notify Tenant if Landlord or the Association requires notice to all or any part of the Unit. Notices are required on every notice by Tenant. Notices by Landlord to one named person shall be as though given to all such persons. Each party shall accept notices of the other.

23. Tenant default

A. Landlord must give Tenant notice of default. The following are defaults and may 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 30 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 garage lease). 5 days.

5. Improper conduct by Tenant annoying other persons. 5 days.

6. Failure to comply with any other term or rule in the Lease. 5 days.

If Tenant fails in one or more of the terms stated in Paragraph 23, A, B, C, if the Lease is cancelled; or (2) rent or added rent is not paid on time; or (3) Tenant breaks the Tenant, Landlord may in addition to other remedies stated any of the following things (1) enter the Unit and remove Tenant and any person or property; and (2) 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 Section D(1).
(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 set rent and give allowances to the new tenant. Landlord may, at Tenant’s expense, do all work Landlord feels is needed to put the Unit in good repair and fix the Unit 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-letting 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. Damage or a 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.
(6) Landlord has no duty to re-rent the Unit. If landlord does rent, the fact that all or part of the next tenant’s rent is not collected does not affect Tenant’s liability. Landlord has no duty to 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:
24. Jury Trial and counterclaims
Landlord and Tenant agree not to use their right to a Jury Trial 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 fail to 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. Legality
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 part of 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 orders, 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 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 vacant 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 a 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.

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. Stains of persons stated in brochures or plans of the Building or Unit are apparent and subject to change. This Lease is not affected or Landlord liable if the brochure or plans do not show distractions or are incorrect in any manner.
32. 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.
33. Landlord’s consent
If Tenant requires landlord’s consent to any act and such consent is not granted, Tenant’s only right is to file suit to force landlord to provide 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.
34. Lease binding on successors
This Lease is binding on landlord and Tenant and their heirs, distributees, executors, administrators, successors and lawful assigns.
35. Landlord
Landlord means the owner of the Unit. Landlord’s obligations and when Landlord’s interest in the Unit is transferred. Any rent landlord may do may be performed by landlord’s agent.
36. Breach
If the name of a Breach appears in the box at the top of the first page of this Lease, Tenant states that this is the only Breach the above the Unit to Tenant. If a Breach’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.
37. Paragraph headings
The paragraph headings are for convenience only.
38. Rules
Tenants 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. Tenant is 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. Tenant must be quiet at all times. Windows must be locked when Tenant is out. All keys must be returned to Landlord at the end of the Term.
(2) Mount of the Unit must be covered by carpet or rug. Washable or furniture containing liquids are not allowed in the Unit.
(3) Digs, cats or other animal pets are not allowed in the Unit or Building. Feeding of birds or animals from the Unit, terrace or public areas is permitted.
(4) Garbage disposal rules must be followed. Waste, general and sanitary trash must be used for their intended purpose.
(5) Laundry machines, if any, are used at Tenant’s risk and cost. Instructions must be followed. Landlord may stop their use at any time.
(6) Displaying furniture, fixtures or equipment must be submitted to landlord. Tenant must not send landlord’s employees on personal errands.
(7) Improperly parked cars may be removed without notice at Tenant’s cost.
(8) Tenant must not allow the cleaning of the windows or other part of the Unit or building from the exterior.
(9) Tenant shall conserve energy.
(10) Tenant may not operate manual elevators. Smoking or carrying lighted pipe, cigarettes or cigars is not permitted in elevators. Messenger and delivery people must only use service elevators and service entrances.
(13) The use of excessive, holds and stairways may only be used 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. Avisons or tag sales are not permitted in Units.
(17) The association or board of directors may not be kept or used in lobbies, hall or stairways. Carriages and sleds may not be kept in lobbies, hall or stairways.
(18) Apartments, etc., included in Lease
The Lease includes only personal property itemized on the armed service schedule called the Personal Property schedule.
43. Automobiles

The use or storage to Tenant’s or any other person’s automobile whether or not parked or being driven in or about the building parking area or garages, if any, shall at all times be at the sole risk of Tenant. Should any employee of the Condominium assist Tenant or take part in the parking, moving or handling of Tenant’s or any other persons’ automobile or other property given to the custody of such employees for any reason whatsoever, that employee is considered the agent of Tenant or such other person and not of Landlord, the Condominium, the Board of Managers or the Association and none of them shall be liable to Tenant or to any other person for the acts or omissions of any employee or for the loss or damage to the automobile or any of its contents.

Any vehicle or personal property belonging to Tenant, which is the opinion of Landlord, the Association or Board of Managers is considered abandoned, shall be removed by Tenant within 3 days after delivery of written notice to Tenant. If Tenant does not remove it, Landlord or the Association may remove the property from the area at Tenant’s cost.

44. Garage Space

If a garage space is included in this Lease the fee that Tenant must pay Landlord appears on the box at the top of the first page of this Lease. It is payable in advance. The number of the garage space will also appear in the box. If a garage space number does not appear Tenant states that no garage space is leased to Tenant.

45. Voting

This Lease relates solely to the use and occupancy of the Unit and as specifically stated. This Lease does not include the transfer or exchange of any voting rights nor is it to be construed as restricting Landlord’s sole right to vote without restriction, with respect to any matter related to the Unit.

46. No Affirmative Obligations of Landlord

Landlord is not obligated to provide or render any services whatsoever to the Tenant or perform any affirmative obligations under the terms of this Lease. Landlord is not liable for damages or otherwise for the event Tenant suffers them as a result of any act committed or omitted to be performed by the Association, Board of Managers, or any other party. Landlord shall not be liable to Tenant, its successors, assigns or subtenants with respect to any of the affirmative obligations to be performed by any third party including the Association or Board of Managers under the Declaration and Landlord is released from liability. Tenant must continue to pay all rent and added rent as required under the terms of this Lease in spite of any failure of performance. None of the terms of this Lease shall in any way be affected as a result of that failure. Landlord will use its reasonable efforts (provided at no expense to Landlord) in demanding the performance, by the party obligated, of its obligations under the applicable agreement including any obligation to provide service. Tenant agrees to indemnify and save Landlord harmless from and against any and all claims, liabilities or demands arising from the Declaration or other agreement related to any act, omission or negligence of Tenant.
GUARANTY OF PAYMENT

Guarantor and address: ____________________________  Date of Guaranty: ____________________________

1. Reason for Guaranty I know that the Landlord would not rent the Unit to the Tenant unless I guarantee Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the premises to the Tenant.

2. Guaranty I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

3. Changes in Subleases or assignments of the Lease will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewal. The Guaranty will be binding even if I am not a party to these changes.

4. Waiver of notice I do not have to be informed about any failure of performance by Tenant. I waive notice of nonpayment or other defaults.

5. Performance If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.

6. Waiver of Jury trial I give up my right to trial by jury in any action related to the Lease or this Guaranty.

7. Changes This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Lease and Guaranty.

Signatures: ____________________________  Guarantor: ____________________________

WITNESS: ____________________________  Guarantor's address: ____________________________

EPA and HUD Lead Paint Regulations, Effective September 6, 1996

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants. Use the following BLUMBERG LAW PRODUCTS (800) LAW-MART to comply:

3140 Lead Paint Information Booklet
3141 Lead Paint Lease Disclosure Form

1December 6, 1996 for census of 1 to 4 residential dwellings.
2Leases for less than 106 days, 6-business weeks, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.
RIDER TO LEASE dated _______________, 20__, by and between ____________________

(singly, jointly or collectively "Landlord"), and ____________________, (singly, jointly or
collectively "Tenant"), for Premises known as Unit ___ (the "Unit") at 260 Park Avenue South,
New York, New York 10010.

R-1. This Lease and the rights and obligations of the parties hereunder are hereby made
expressly subject to the right of first refusal in favor of the Board of Managers of the Condominium
(the "Board of Managers") with respect to the transaction embodied herein, pursuant to the terms of
the By-Laws of the Condominium (the "By-Laws"), as the same may be amended from time to
time. The terms "Condominium" and "Board of Managers" may be used interchangeably in this
Rider.

R-2. This Lease may not be amended, modified, or extended without the prior written
consent of the Board of Managers in each instance.

R-3. The Tenant shall not assign this Lease or sublet the Unit, or any part thereof, without
the prior written consent of the Board of Managers in each instance.

R-4. The Board of Managers shall have the power to terminate this Lease and/or to bring
summary proceedings to evict the Tenant hereunder in the name of the Landlord in the event of
(a) a default by the Tenant in the performance of its obligations under this Lease which correspond
to any obligation of Landlord under the By-Laws, or (b) a foreclosure of the lien granted by Section
339-z of Article 9-B of the Real Property Law of the State of New York, as the same may be
amended from time to time. Tenant agrees to indemnify, defend and save the Board of Managers
and each of its members, officers, agents and employees harmless from and against any cost, loss,
liability or expense (including, but not limited to reasonable counsel fees and disbursements)
suffered or incurred by the Board of Managers and/or its members, officers, agents and employees
arising from, out of or in connection with, Tenant's default in the performance of Tenant's
obligations under the Lease.
R-5. In the event the Board of Managers determines, in its sole discretion, that Landlord, as owner of the Unit, has become delinquent in the payment of common charges, assessments, or any other amounts due with respect to the Unit, the Tenant shall, upon written notice from the Condominium, pay all rents due hereunder from and after the date of such notice directly to the Board of Managers instead of to the Landlord hereunder. The Board of Managers is hereby authorized (i) to collect and retain the rents due hereunder equal to all common charge arrears, and following the payment of all such arrears, (ii) to collect, hold and apply the rents due from Tenant under this Lease equal to the common charges due for the period which is the lesser of (a) the remainder of the term of this Lease and (b) twelve (12) months immediately following the date on which Landlord is brought current in the payment of common charges with respect to the Unit. Any rents that are paid to the Board of Managers in excess of amounts due from Landlord to the Condominium shall be held and applied against the common charges and/or assessments next due with respect to the Unit and any other amounts then due from Landlord to the Board of Managers. Following receipt of such rent payments by the Board of Managers, upon written notice from the Board of Managers to the Tenant, the Tenant shall be authorized to resume paying rents hereunder directly to the Landlord. In the event that Tenant shall fail to pay its rents due hereunder to the Condominium pursuant to a written demand therefor by the Condominium hereunder, the Condominium shall be authorized to commence non-payment eviction proceedings against the Tenant, in its own name as agent for the Landlord.

R-6. This Lease and the rights and obligations of the Tenant hereunder are, and shall at all times, continue to be, subject and subordinate in all respects to the terms of the By-Laws, the Declaration of Condominium of the Condominium, and the Rules and Regulations of the Condominium, as any or all of the same may have been, or may from time to time hereafter be, amended.

R-7. (a) As a further and necessary inducement for Landlord's execution and delivery of this Lease to Tenant, and as a further inducement for the Board of Managers to waive its right of first refusal in connection with this Lease, Tenant warrants and represents to and agrees with Landlord and the Board of Managers that Tenant shall not under any circumstances bring into or permit to be brought into or harbor in the Unit, any bird, reptile or animal, whether on a temporary or permanent basis. Tenant further acknowledges that Landlord would not have entered into this Lease with Tenant and the Board of Managers would not have waived its right of first refusal in respect to the Lease, if Tenant did not knowingly make and agree to abide by the aforesaid warranty, representation and agreement.

(b) Tenant further agrees to indemnify, defend and save Landlord, the Board of Managers and each of its members harmless from and against any cost, loss, liability or expense, (including, but not limited to reasonable counsel fees and disbursements), suffered or incurred by Landlord and/or the Board of Managers and/or its members, officers, agents and employees arising from, out of or in connection with, Tenant’s breach or violation of its warranties, representations and agreements contained in this Paragraph R-7.

R-2
(c) Tenant further acknowledges and agrees that neither Landlord, the Board of Managers nor any member, officer, director, employee, agent or representative of either Landlord or the Board of Managers, nor any broker or salesperson, has made any statement or representation to Tenant to the effect that any bird, reptile or animal may be harbored on a temporary or permanent basis in the Unit.

R-8. Landlord and Tenant jointly and individually agree to indemnify and hold the Board of Managers harmless for all costs and expenses (including, but not limited to, reasonable attorneys' fees, costs and disbursements) which may be incurred by the Board of Managers or its managing agent as a result, of or related to, any dispute between Landlord, Tenant and/or the Board regarding any of the rights and obligations under this Lease, the Condominium's Declaration, By-Laws, or Rules and Regulations ("Lease Expenses"). Any Lease Expenses shall be collectible as additional common charges and may be included on Landlord's monthly statement for common charges. The Board of Managers shall have all rights and remedies for collection of the Lease Expenses as are provided for in the By-Laws and under applicable law.

R-9. Representatives of the Board of Managers, the managing agent and/or any other person authorized by the Board of Managers, shall have the right of access to the Unit for the purpose of making inspections or for the purpose of correcting any condition originating in the Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Building, or to correct any condition that violates the provisions of the mortgage covering another Unit, providing that requests for entry are made in advance and that entry is at a time reasonably convenient to the Unit Owner and, further, provided that such right shall be exercised in such a manner as will not reasonably interfere with the use for which it is intended. No prior notice shall be required in the event that action shall be immediately necessary for the preservation or safety of the Building or for the safety of the residents or Unit Owners of the Condominium or other person, or required to avoid the suspension of any necessary service to the Condominium. In case of emergency, such right shall be immediate, whether or not anyone is present. The failure of the Tenant to grant access for such purpose shall be deemed a default under the Lease and a basis for the Board of Managers to terminate the Lease.

PLEASE SIGN:

Landlord(s) ______________________________________ Date: ____________

____________________________________ Date: ____________

Tenant(s) ______________________________________ Date: ____________

____________________________________ Date: ____________

R-3
RIDER TO LEASE

UNIT OWNER: ____________________________

TENANT(S): ____________________________

DATE OF LEASE: ______________

RESIDENTIAL UNIT: ______________

A. In the event of any inconsistency between the provisions of this Rider and those contained in the Lease to which this Rider is annexed, the provision of this Rider shall govern and be binding.

B. In accordance with the House Rules of the 260 Park Avenue South Condominium, no smoking is permitted in the Residential Unit.

C. No person shall smoke or ignite, or permit any other person dwelling in or visiting a Residential Unit to smoke or ignite, within or about the Residential Unit or anywhere else in the Building any cigarette, cigar, pipe or other method of smoking any tobacco or non-tobacco product.

UNIT OWNER: ____________________________

TENANT(S): ____________________________
ASSIGNMENT OF RENT

RIDER TO LEASE

DATE

BETWEEN ____________________________ AS OWNER(S) AND
______________________________ AS TENANT(S).

FOR THE LEASE OF UNIT ___________ IN 260 PARK AVENUE SOUTH CONDOMINIUM AT 260
PARK AVENUE SOUTH, NEW YORK, NEW YORK 10010.

IN THE EVENT THE OWNER IS IN DEFAULT OF PAYMENT OF COMMON CHARGES, ASSESSMENTS
OR OTHER MONIES DUE TO 260 PARK AVENUE SOUTH CONDOMINIUM, (THE "CONDOMINIUM")
AND IF SUCH DEFAULT IS NOT CURED AFTER TEN DAYS WRITTEN NOTICE OF SUCH DEFAULT
TO THE OWNER, THEN ANY AND ALL RENTS AND OTHER MONIES DUE BY YOU THE TENANT TO
THE OWNER PURSUANT TO THIS LEASE AGREEMENT SHALL BE ASSIGNED TO THE CONDOMINIUM
UNTIL SUCH DEFAULT IS CURED.

TENANT SHALL BE ENTITLED TO FIVE DAYS WRITTEN NOTICE OF THE CONDOMINIUM'S
ELECTION TO EXERCISE THE ASSIGNMENT UNDER THIS PARAGRAPH AND SHALL THEREAFTER BE
OBLIGATED TO MAKE PAYMENTS OF RENT AND OTHER MONIES DUE UNDER THIS LEASE
DIRECTLY TO THE CONDOMINIUM (UNTIL SUCH TIME AS YOU THE TENANT) RECEIVE NOTICE
FROM THE CONDOMINIUM THAT ALL OF THE OWNER'S OBLIGATIONS HAVE BEEN SATISFIED;
AND THE OWNER AGREES TO SUCH DIRECT PAYMENT TO THE CONDOMINIUM BY THE TENANT.
THE FAILURE OF THE TENANT TO COMPLY WITH THE PROVISIONS OF THIS PARAGRAPH SHALL
BE A BASIS FOR THE CONDOMINIUM TO TERMINATE THIS LEASE AGREEMENT.

OWNER DATE OWNER DATE

TENANT DATE TENANT DATE
Authorization Agreement for Pre-Authorized Payments
ACH DEBIT

I want to enroll in the Direct Payment Option and have my monthly payments deducted automatically from the account associated with the enclosed check.

Please check this box, read and sign the authorization agreement below. ☐

Be sure that the enclosed check is drawn upon the checking account, which you want to be debited for this pre-authorized payment option.

I authorize and instruct my financial institution to deduct the amount of my monthly bill from the account associated with the attached check. Maxwell-Kates, Inc. will notify the financial institution of the amount to be deducted. If at any time I decide to discontinue the Direct Payment Option, I must notify Maxwell-Kates, Inc. in writing.

Signature ___________________________________________ Date ______________

Print Name(s): ___________________________________________

Building Address: __________________________ Apartment Number: ________

MKI Account NO. __________________________ (as found on monthly bill)

Please attach original voided check below:

ATTACH CHECK HERE

9 East 38th Street, 6th Floor, New York, NY 10016
Tel: 212.684.8282 Fax: 212.684.8077 www.maxwellkatesinc.com