

- Purchase of small back garden by Apt 2 -
total shares = 55

AMENDMENT TO PROPRIETARY LEASE

Amendment to Proprietary Lease made as of the 8 day of SEPT., 1986 between 198 EAST TENANTS CORP., a New York Corporation having an office at 198 East 7th Street New York, New York (hereinafter called the "Lessor") and PAUL DePreter, an individual residing at 198 East 7th Street New York, New York (hereinafter called the "Lessee").

RECITALS

- A. Lessee is the Lessee under the Proprietary Lease between Lessor as Lessor and Lessee as Lessee dated 9/8/86 (herein called the "Proprietary Lease") regarding Apartment #2 at 198 East 7th Street New York, New York.
- B. Lessee is the owner of fifty (50) shares of Lessor and has, as of the effective date hereof, purchased an additional five (5) shares of Lessor for a purchase price of Ten Thousand Dollar (\$10,000).
- C. Lessee wishes to have the use of the garden shown on the diagram annexed hereto on Exhibit "A", which garden is adjacent to apartment #2.
- D. This amendment to Proprietary Lease has been approved to by the Board of Directors of the Corporation and by more than 2/3rd of the holders of the outstanding shares of the Corporation.

NOW THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, receipt whereof is hereof acknowledged, Lessor and Lessee agree that the Proprietary Lease shall be amended as follows:

1. The premises demised under the Proprietary Lease shall include the garden shown on Exhibit "A" annexed hereto and made a part hereof. For the purpose of the Proprietary Lease said garden shall be included in the term "apartment" and shall be appurtenant to the 55 shares of Lessor owned by Lessee.
2. The Lessor reserves to itself the benefits of all air rights relating to the garden and access to the occupants of the building as might be necessary to comply with all applicable governmental regulations.
3. The Lessee shall at all times keep and maintain the garden in good repair and condition, at all times, at Lessee's sole expense.
4. The following provisions shall be a part of the Proprietary Lease:

If the apartment includes a terrace, balcony, roof, penthouse, deck or garden, the Lessee shall have and enjoy the exclusive use of the terrace, balcony, roof, deck or garden, subject to the applicable provisions of this lease and to the use of the terrace, balcony, roof, deck or garden by the Lessor, to the extent herein permitted. The Lessee's use thereof shall be subject to such regulations as may, from time to time, as prescribed by the Directors. The Lessor shall have the right to erect equipment on the roof, including radio and television aerials and antennas, for its use and the use of the Lessees in the building, and shall have the right of access thereto for such installations and for the repair thereof. The Lessee shall keep such terrace, balcony, roof, ice, leaves and other debris, and shall maintain all screens and drain boxes in good

condition. No Planting, fences, structures or lattices shall be erected or installed on the terraces, balconies, roofs, decks or gardens without the prior written approval of the Lessor. No cooking shall be permitted on any terraces, balconies, roofs, decks or in any gardens, nor shall the walls thereof be painted by the Lessee without the prior written approval of the Lessor. Any planting or other structures erected by the Lessee or his or her predecessor in interest may be removed and restored by the Lessor at the expense of the Lessee for the purpose of repairs, upkeep or maintenance of the building.

5. Except as set forth herein, the Proprietary Lease shall be unmodified and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment of Proprietary Leases this 8 day of ^{SEPT} August, 1986.

Lessor: 198 East Tenants Corp.

By: Margot H. Felsend
President

Carol Albanese
Secretary

Lessee: Paul DePreter

Paul DePreter