

270 BRONXVILLE ROAD OWNERS, INC.
AMENDMENTS TO PROPRIETARY LEASE
BUILDING WIDE SMOKING BAN AMENDMENT

Amended and modified, any and all references and/or provisions in the Proprietary Lease of 270 Bronxville Road Owners, Inc., (the “Corporation” or “Lessor”), with respect to the use and occupancy of the Premises to provide for a Building Wide Smoking Ban, as follows:

Paragraph 14. Entitled, “use of Premises”, shall be amended to insert a new provision, to be known as Paragraph 14.A, entitled, “Building Wide Smoking Ban Amendment”, as follows:

Paragraph 14.A – Building Wide Smoking Ban Amendment: The Lessor has adopted a Building Wide Smoking Ban, thereby changing the Premises at 270 Bronxville Road, Bronxville (Yonkers), New York 10708, to a smoke free Building, which specifically prohibits smoking in all parts of the Building, including all Apartments, as well as terraces, balconies, maid’s room, portions of the roof and patios adjacent to any such Apartment, as well as the enclosed common areas of the Building, including, courtyards. Moreover, in accordance with the foregoing, outdoor smoking is strictly prohibited except for a restricted smoking area, if any, specifically designated by the Board of Directors of the Lessor, if at all, which smoking area shall not be within thirty (30’) feet of any entry door or window of an Apartment, unless such thirty (30’) feet distance is less than the distance to an abutting public street and/or public sidewalk, and in that case, the ban is to the border of the end of the boundary line of the Lessor and the beginning of the boundary line of the location of such public street and/or public sidewalk. Accordingly, this Paragraph prohibits the Lessee and anyone residing in the Apartment or visiting the Apartment or in or visiting the Building from allowing or permitting smoking, and/or causing or otherwise creating the migration of secondhand smoke and/or noxious odors emanating from the Building or emanating from his/her Apartments, including terraces, balconies, maid’s room, portions of the roof and patios adjacent to such Apartment, and into the common areas of the Building, interior or exterior, and/or other Apartments located within 270 Bronxville Road, Bronxville, New York 10708.

The Building Wide Smoking Ban Amendment set forth herein is applicable to all Shareholders, Lessees, residents, occupants, subtenants, roommates, guests, visitors, invitees, licensees, employees, contractors, care givers and service personnel, including members of their immediate family, and all persons dwelling or visiting the Apartment and/or Building, (hereinafter collectively referred to as the “Resident”).

The term “smoking” means, and shall be interpreted to include, inhaling, exhaling, breathing, chewing or carrying a lit cigar, lit cigarette, lit pipe or other tobacco product, nicotine substance or any similar type of lit or ignited product, material and/or controlled substance that causes or creates smoke or fumes or vapors or noxious odors, including all types of electronic smoking devices, such as E-cigarettes or vaping, in any manner, type or form.

In furtherance hereof, the failure and/or refusal to act in compliance with this Building Wide Smoking Ban Amendment shall constitute a material default and substantial breach by the Lessee under the Proprietary Lease and the Lessor shall be duly authorized and empowered to obtain compliance and enforce the Building Wide Smoking Ban Amendment, including but not limited to, the commencement of litigation against the Lessee, termination of the defaulting Lessee’s Proprietary Lease and obtaining ownership of the shares of Stock, as well as the imposition against the Lessee of administrative fees.

Paragraph 7. entitled, “Penthouse, Terraces and Balconies”, shall be amended as follows:

The following language shall be inserted at the end of Paragraph 7., as follows:

Notwithstanding the foregoing, the Lessee, Lessee’s guests, visitors, occupants, sub-tenants and Residents shall be required to act in compliance with the Building Wide Smoking Ban and specifically prohibited from smoking in the Apartment, as well as from smoking on and/or in the terraces, balconies, maid’s room, portions of the roof and patios adjacent to such Apartment.

Paragraph 10. entitled, “Quiet enjoyments”, shall be amended as follows:

The following language shall be inserted at the end of Paragraph 20., as follows:

Notwithstanding the foregoing, the Quiet Enjoyment of the Apartment by the Lessee and Residents shall specifically exclude the right of the Lessee to smoke in the Apartment. Accordingly, the Lessee shall be required to act in compliance with the Building Wide Smoking Ban and is specifically prohibited from smoking inside Apartments, including the terraces, balconies, maid’s room, portions of the roof and patios adjacent to such Apartment, and in/on the enclosed common areas of the Lessor’s Building, except for smoking in a restricted smoking area specifically designated by the Board of Directors, if any, which smoking area shall not be within thirty (30’) feet of any entry door or window of an Apartment, unless such thirty (30’) feet distance is less than the distance of an abutting public street and/or public sidewalk, and in that case, the ban is to the border of the end of the boundary line of the Lessor and the beginning of the boundary line of the location of such public street and/or sidewalk.

Paragraph 16. entitled, “Assignment”, shall be amended as follows:

The following language shall be inserted at the end of Paragraph 16.(e), further Assignment or Sub-Letting, as follows:

In accordance with the passage of the Building Wide Smoking Ban, all new prospective Lessees purchasing Apartments and all new prospective Sub-Tenants and all Residents seeking to occupy Apartments must represent and certify in writing, as a condition to purchase or sublet or occupy an Apartment, that the Lessee and/or Sub-Tenant and all other Residents of the Apartments are non-smokers, or if smokers, are able to, and will, abide with the Building Wide Non Smoking Policy and as such are required to act in compliance with the Building Wide Smoking Ban; and will neither smoke in, nor allow smoking in the Apartment, including the terraces, balconies, maid’s room, portions of the roof and patios, adjacent to such Apartment, and in the enclosed common areas of the Lessor’s Building. Moreover acknowledge and comply with the Policy which states that outdoor smoking is strictly prohibited, except for a restricted smoking area specifically designated by the Board of Directors, if any, which smoking area shall not be within thirty (30’) feet of any entry door or window of an Apartment, unless such thirty (30’) feet distance is less than the distance of an abutting public street and/or public sidewalk, and in that case, the ban is to the border of the end of the boundary line of the Lessor and the beginning of the boundary line of the location of such public street and/or sidewalk. The Lessor reserves all of its rights and remedies and is hereby authorized to rescind and repeal any prior subletting approval in the event that it is determined that the certification by such subtenant or member of his/her immediate family or other permitted occupant was a false certification or such certification is no longer true.

Paragraph 18. entitled, “Repairs by the Lessee”, shall be amended as follows:

The following language shall be inserted at the end of Paragraph 18.(b), Odors and Noises as follows:

The Lessee shall not permit, suffer, or allow smoking in the Building or the Apartment, including terraces, balconies, maid’s room, portions of the roof and patios, adjacent to such Apartment, as well as the enclosed or open common areas of the Building, including, but not limited to, the Building entry, lobby, hallways, corridors, elevator, garages, rooftops, pool area and courtyards, and shall neither cause nor create secondhand smoke, noxious odors, fumes or vapor related to a lit cigar, lit cigarette, lit pipe or other tobacco product, nicotine substance or a similar type of lit or ignited product, material and/or controlled substance that causes or creates smoke, fumes, vapors or noxious odors, including all types of electronic smoking devices, such as E-cigarettes or vaping, in any manner, type or form.

Paragraph 24. entitled, “Cooperation”, shall be amended as follows:

The following language shall be inserted at the end of Paragraph 24., as follows:

The lessee and each Resident shall be required to fully cooperate, acting in good faith, to comply with the Building Wide Smoking Ban and all such persons are specifically prohibited from smoking inside Apartments, as well as the terraces, balconies, maid’s room, and portions of the roof and patios, adjacent to such Apartment, and in the enclosed common areas of the Lessor’s Building. Moreover, outdoor smoking is strictly prohibited, except for a restricted smoking area specifically designated by the Board of Directors, if any, which smoking area shall not be within thirty (30’) feet of any entry door or window of an Apartment, unless such thirty (30’) feet distance is less than the distance of an abutting public street and/or public sidewalk, and in that case, the ban is to the border of the end of the boundary line of the Lessor and the beginning of the boundary line of the location of such public street and/or sidewalk.

Paragraph 29.(a) – “Lessor’s Immunities”, shall be amended as follows:

The following language shall be inserted at the end of Paragraph 29.(a), as follows:

The adoption of the Building Wide Smoking Ban Amendment and the efforts to designate the Building as a smoke-free Building does not make the Lessor, its Board of Directors, Officers, or Managing Agent, the guarantor or insurer of any Lessees’/Shareholders’/Residents’ health and/or the continued smoke-free condition of the building and the compliance of the Lessees/Shareholders/Residents. Furthermore, the inability or failure by the Lessor to effectively enforce one or more provisions of the Building Wide Smoking Ban Amendment and/or respond to a complaint filed regarding smoke or doors shall not be construed as a breach of the Proprietary Lease or breach of the warranty of habitability or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction, or entitle the Lessee (Shareholder) an abatement, offset or reduction with respect to the payment of maintenance charges or assessments and/or create or permit any cause of action by any of the above persons against the Lessor, its Board of Directors, Officers, or Managing Agent with respect to any claim arising thereunder.

**270 BRONXVILLE ROAD OWNERS, INC.
AMENDMENT TO PROPRIETARY LEASE**

Page -4-

Paragraph 31. entitled, “Termination of Lease by Lessor”, shall be amended as follows:

The following language shall be inserted at the end of Paragraph 31.(f), Objectionable Conduct, as follows:

The failure and/or refusal of the Lessee and Resident in the Apartment to act in compliance with the Building Wide Smoking Ban Amendment shall constitute Objectionable Conduct on the part of the Lessee, and thereby entitle the Lessor to terminate the Proprietary Lease and cancel the ownership of the Shares of Stock.