

AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, between Trump Village Section 3, Inc., a Mutual Company organized pursuant to the Business Corporation Law of the State of New York, hereinafter referred to as the "Law" with its principal office at 2915 West 5th Street, Borough of Brooklyn, County of Kings and State of New York 11224, hereinafter referred to as the "Company", and \_\_\_\_\_, (hereinafter referred to as the "Cooperator"), presently residing at \_\_\_\_\_ Brooklyn, New York 11224, Apt. \_\_\_\_\_.

WHEREAS, the Company is the owner of the land and the buildings erected thereon known as Trump Village Section 3, Inc., including the above referenced building, hereinafter called "Building"; and

WHEREAS, the Company has leased or proposes to lease the apartments in the Building to the several owners of its capital stock; and

WHEREAS, the Cooperator is the owner of \_\_\_\_\_ shares of the capital stock of the Company, which have been allocated to the apartment hereinafter described (the "Apartment").

NOW, therefore in consideration of the mutual promises, covenants, terms, conditions and agreements herein provided the parties hereto agree as follows:

1. APARTMENT AND TERM.

The Company hereby leases to the Cooperator the apartment known as Apartment No. \_\_\_\_\_ designated as \_\_\_\_\_ rooms in Building No. \_\_\_\_\_ in Trump Village Section 3, Inc., located at West 5th Street, Neptune Avenue and Sea Breeze Avenue in the Borough of Brooklyn, County of Kings City and State of New York (the "Development"), to be occupied by the Cooperator and the Cooperator's family as private dwelling only, commencing on the \_\_\_\_\_ and terminating on December 31, 2099 (unless such term shall sooner cease and expire or be terminated as hereinafter provided).

2. CARRYING CHARGES.

(A) The Cooperator agrees to pay as annual carrying charges (rent) the sum of \$ \_\_\_\_\_ in equal monthly installments of \$ \_\_\_\_\_ in advance, on the first day of each month, which sum may be modified during the term of this Lease, of any modification, extension or renewal thereof by an adjustment and assessment made necessary by a change in the Company's operating cost (as herein defined), including liability for real estate taxes and assessments and/or charges imposed by any municipality or county which adjustment shall be determined by the Board of Directors of the Company. Said payments shall be deemed to be payments on account of the Cooperator's annual obligations which is hereby defined to be the Cooperator's proportionate share of the operating costs of the Company. The annual obligation of the Cooperator for each year of the term hereof shall be finally determined by the Board of Directors of the Company in the light of the prior year's operating experience. In the event that the revenues of the Company shall exceed its operating costs, the Company will pay or allow rebates to each Cooperator in the amount of his proportionate share of such excess, such rebates to be paid and allowed in such manner or in such form as from time to time the Board of Directors of the Company, shall declare and determine. The Company specifically reserves to itself the right, from time to time, to increase the carrying charges (rent) and to institute assessments in the event of an increase in real property taxes, assessments, water or sewer charges, and other operating cost, and the Cooperator hereby consents thereto. Anything herein contained to the contrary notwithstanding, upon any increase in such rent, the Cooperator hereby agrees that the rent payable by him hereunder shall be increased as of the effective date of such increase by the amount determined by the Board of Directors, and the Cooperator agrees that he will pay such increased rent as determined by the Board of Directors.

(B) Proportionate share, as used in herein, shall mean that proportion which the rent fixed herein bears to the total rent paid by all Cooperators to the Company.

(C) The operating cost of the Company, as used herein, shall include all expenses and outlays growing out of or connected with the construction, ownership, maintenance, and

operation of the lands and buildings owned by the Company, which sum may include, among other things, taxes, assessments, water rents, sewer charges; insurance premiums, operating expenses, professional fees, salaries and wages, the cost of improvements, additions, alterations, replacements, repairs, and repairs, expenses and liabilities under or by reason of this or other agreements, interest on mortgage indebtedness, mortgage amortization payments, the payment of any other liens or charges, the payment of any deficit remaining from a previous period, the creation of a reserve fund for improvements, depreciation, obsolescence, bad debts or contingent losses or expenses, and for other corporate purposes. The Board of Directors of the Company may include in the operating cost for any year any liabilities or items of expense which accrued or became payable in previous year and also any sums which it may deem necessary or prudent to provide as a reserve against liabilities or expenses then accrued or thereafter to accrue.

(D) So much of the aforesaid annual rent (carrying charges) as shall be required or used for amortization of mortgage or other indebtedness or for other expenditures which the Board of Directors of the Company shall determine to treat as capital expenditures shall be deemed a capital contribution by the Cooperator and shall be credited by the Company upon its books to the account of "paid in surplus," "additional paid in capital" or "reserves for replacements and/or improvements".

### **3. COOPERATOR'S REPRESENTATIONS.**

(A) Cooperator represents that the Apartment shall be occupied for living purposes only by Cooperator and such other persons listed and approved on the application submitted in connection with this Lease. Cooperator further represents that neither Cooperator, nor any member of Cooperator's family, nor guest or other person invited or permitted into the Apartment by Cooperator, shall use or occupy the Apartment or the Building or any part thereof, including the common areas of the Building or buildings of the Development, and also including

any portion of the grounds of the Development, or allow same to be used or occupied for the unlawful trade, manufacture, distribution, storage, and/or sale of marihuana or of any controlled substance as more specifically defined and set forth in any applicable law of the State of New York.

(B) The Cooperator covenants that he will preserve and promote the mutual ownership principles upon which the Company has been founded, abide by the Certificate of Incorporation, By-Laws, and Rules and Regulations of the Company, and by his acts of cooperation with its other cooperators bring about for himself and the other cooperators a high standard of home and community conditions.

(C) Cooperator agrees that the Cooperator shall, at his or her own cost and expense, obtain and keep in full force and effect throughout the term of this Lease comprehensive public liability and property damage insurance in such coverages and containing such provisions as may be determined by the Company from time to time, against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, adjacent to or connected with the Apartment or any part thereof. The above insurance shall name the Company as additional insured, as its interest may appear, and is to be written in form reasonably satisfactory to the Company by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. The failure of the Cooperator to obtain and maintain such insurance throughout the term of this Lease, shall be a default under this Lease.

### **4. CHANGES AND ALTERATIONS.**

(A) Cooperator shall make no changes, alterations or improvements of any kind in or to the Apartment without the Company's prior written consent.

(B) Cooperator shall not deface any part of the Apartment, nor shall the Cooperator deface the inside or the outside of the Building or any part of the Development.

(C) Cooperator shall make no alterations, additions or improvements to the balconies or terraces, including but not limited to the painting thereof, the installation of screens or other enclosures or otherwise, without the prior written consent of the Company.

(D) Cooperator shall not install any dishwashing, clothes washing or drying machines, electric stoves, freezers or garbage disposal unit or heating equipment, nor place in the Apartment any water-filled furniture without written permission of the Company.

(E) Cooperator shall not install individual air conditioning equipment without the written permission of the Company and the execution of an air conditioning agreement. Any charges required pursuant to such agreement are hereby deemed to be additional rent hereunder.

(F) Upon the termination of this Lease, Cooperator shall repay to the Company the actual cost of repairing any and all damage to the Apartment and/or Building occasioned by the installation or removal of furniture and property. This provision shall continue in effect and survive after the end of the Lease.

#### **5. REPAIRS AND PAINTING.**

(A) Cooperator shall take good care of the Apartment and shall neither permit or cause any damage to the Apartment, ordinary wear and tear excepted. Any repairs to the Apartment or Building or Development resulting from the misuse or negligence of Cooperator, his servants, visitors, guests or members of Cooperator's family, may be made by the Company at the expense of Cooperator. The cost of such repairs shall be paid by Cooperator to the Company as additional rent within five (5) days after Cooperator's receipt of the Company's bill or statement concerning such costs. Except as agreed in the Lease, there shall be no allowance to Cooperator and no liability of the Company to Cooperator because of any inconvenience or annoyance arising from the making by the Company of repairs, changes or additions to the Apartment or to the Building or to the Development.

(B) Cooperator shall redecorate and repaint the Apartment at reasonable periods during the term of this Lease and any extensions or renewals thereof, but not less than once every three (3) years. The Company shall not be required to make any repairs in, or to redecorate the Apartment, except as specifically provided herein.

(C) The Cooperator shall permit the Company to erect, use and maintain pipes and conduits in and through the Apartment and to permit the Company to enter the Apartment to examine the same and to make such decorations, repairs, alterations, improvements, or additions as the Company may deem necessary or desirable and the rent shall not abate while said decorations, repairs alterations, improvements or additions are being made because of the prosecution of any such work or otherwise.

#### **6. COOPERATOR'S DUTY TO OBEY LAWS.**

Cooperator shall obey all present and future City, State and Federal laws, and orders and regulations of the New York Board of Fire Underwriters, which affect the Apartment and Building, and shall comply at the Cooperator's expense with all such notices given to the Company or Cooperator which arise from Cooperators' improper use of the Apartment or the Building.

#### **7. ASSIGNMENT, SUBLETTING, ABANDONMENT.**

(A) Assignment, Subletting - Cooperator shall not assign the Lease, nor Sublet the Apartment or use the Apartment or any part thereof, or suffer the same to be used for any purposes other than as a private dwelling apartment for the Cooperator and his or her family (as such term is defined by the Company's Board of Directors) without in each instance the prior written consent of the Company, which consent may be withheld by the Company in its sole and absolute discretion. As a condition of any such consent to assignment, the Cooperator shall pay to the Company a Transfer Fee in such amount as may be determined from time to time by the

Company's Board of Directors and in accordance with the pertinent provisions of the Company's By-Laws, all of which provisions, as the same may be amended from time to time, are incorporated herein and made a part hereof. As a condition of any such consent to a sublet, the Cooperator shall pay to the Company a Subletting Fee in an amount to be determined from time to time by the Company's Board of Directors. The Company may also require the Cooperator, as a condition of any such consent, to reimburse the Company for reasonable administrative, legal and other fees and expenses incurred by the Company in connection with the review and processing of the Cooperator's request to assign this Lease or sublet the Apartment, and to cure all defaults under this Lease. The Cooperator agrees that no boarders or permanent guests shall be permitted without the prior written consent of the Company and the payment of such reasonable fees as the Company may require.

(B) If the Lease is assigned, or if the Apartment is sublet or occupied by any person other than Cooperator or Cooperator's family, the Company may, after default by Cooperator, collect rent from the assignee, sub-tenant or occupant, and credit the amount collected to the rent due from Cooperator, but no such assignment, subletting, occupancy or collection shall be a waiver by the Company of this paragraph or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Cooperator from the further performance by Cooperator of agreements on the part of Cooperator mentioned in the Lease.

(C) Abandonment - If the Apartment is vacated by Cooperator before the end of the Lease without the agreement of Landlord, the Lease shall not end and Cooperator shall remain responsible for each monthly installment of rent and utility charges as they become due until the same are assumed by a new stockholder-cooperator.

(D) The character of the occupancy is a special consideration and inducement for the granting of this Lease by the Company to Cooperator, and in the event of violation by Cooperator of the restriction against subletting or assignment, or if Cooperator shall permit the same to be occupied by others or violate any other restriction or condition herein imposed, this Lease may, at the option of the Company, be terminated in the manner hereinafter provided.

(E) The Cooperator acknowledges that pursuant to the pertinent provisions of the Company's By-laws, all of which provisions, as the same may be amended from time to time, are incorporated herein and made a part hereof, the Company, acting by its Board of Directors, reserves the option to purchase the shares of stock to which this Lease is appurtenant, and the interests of the Cooperator in this Lease, in the manner and upon the terms set forth in said By-law provisions.

## **8. COOPERATOR'S CONDUCT.**

Conduct which violates applicable laws or statutes, orders or regulations, or the rules and regulations of the Lease or which renders or tends to render the Apartment or the Building unfit for human habitation, or which results in conditions which are dangerous, hazardous, or detrimental to the proper enjoyment of their Apartment by other cooperators, constitutes objectionable conduct, which actions by Cooperator shall give the Company the right to terminate the Lease. Cooperator agrees that objectionable conduct includes but is not limited to: (1) the unlawful trade, manufacture, distribution, storage, and/or sale of marijuana or of any controlled substance as more specifically defined and set forth in Section 3306 of the Public Health Law and Section 220 of the Penal Law of the State of New York or possession of a controlled substance as would constitute a violation of Section 220.16, Section 220.18, or Section 220.21 of the Penal Law of the State of New York and all other applicable laws and codes in the Apartment or in the common areas of the Building or anywhere upon the grounds of the Development, by Cooperator or a member of Cooperator's family or by any guest or other person invited or permitted into the Apartment or common areas of the building or onto the grounds of the Development by the Cooperator or by a member of the Cooperator's family in occupancy with Cooperator; provided that Cooperator or such family member shall have actual knowledge of or shall have permitted such guest or other person to engage in such unlawful trade, manufacture, distribution storage and/or sale; (2) the unlawful possession, use or display of a "weapon" as defined in Section 265.00 of the Penal Law of the State of New York and all other applicable laws and codes, in the Apartment or in the common areas of the building or anywhere upon the grounds of the Development, by Cooperator or a member of Cooperator's family or by any guest or other person invited or permitted into the Apartment or common areas of the

building or onto the grounds of the project by the Cooperator or by a member of the Cooperator's family in occupancy with Cooperator; provided that Cooperator or such family member shall have actual knowledge of or shall have permitted such guest or other person to engage in such unlawful possession, use or display. Cooperator agrees to that at all times he/she shall be a stockholder in good standing as set forth in the Company's By-laws, and that violation thereof will constitute a material breach by Cooperator of this Lease.

**9. RULES AND REGULATIONS.**

The Cooperator shall comply with all of the Rules and Regulations set forth at the end of this Lease, including, but not limited to, Rule 9 relating to the keeping of pets, Rule 12, relating to the unlawful trade, manufacture, distribution, possession, storage and/or sale of marihuana or controlled substances, and Rule 13, relating to the unlawful possession, display or use of a weapon, and other such further rules and regulations as the Company may hereafter from time to time deem necessary or desirable and may prescribe for the safety, care, cleanliness and reputation of the Apartment or all or any part of the Building or for the comfort and convenience of Cooperator or other occupants of the Building. Notice of any additional rules or Regulations shall be given in writing in such manner as the Company may choose. Such Rules and Regulations shall be deemed to be a part of this Lease and substantial and material obligations of this tenancy, any breach of which shall be a default hereunder. The Company shall not be liable, to Cooperator or any other person or any violation of said Rules and Regulations or any covenant or condition of this or any other Lease by Cooperator or any other person or by reason of the Company's failure to enforce the same.

**10. PROPERTY LOSS, DAMAGE.**

The Company or its Agent shall not be responsible to Cooperator for any loss of property by or injury to Cooperator or any other person resulting from theft or any other crime in the Apartment or elsewhere in the Building, nor for the loss of, or damage to property delivered to employees of the Building, nor for any loss or damage for any reason, unless caused by or due to the negligence or fault of the Company, its agents or employees. The Company shall not be responsible to Cooperator for any damage caused by any other Cooperators or persons in the Building or Development. If the Company shall give Cooperator the use of any storeroom, laundry or any other facility located in the Building, but outside of the apartment, and such room or facility may be cancelled and ended by the Company at any time without changing Cooperator's responsibility for rent under the Lease.

**11. ENTRY TO APARTMENT AND REPAIRS.**

The Company and its Agent shall be permitted at any time during the term of the Lease to visit and examine the Apartment at any reasonable hour during the day. Workmen, when authorized by the Company or its Agent, shall be admitted to the Apartment to install and maintain pipes and conduits in and through the Apartment and to make decorations, repairs, alterations, improvements or additions in any part of the Apartment or the Building whenever deemed necessary or desirable by the Company. If Cooperator shall not be personally present to permit such entry into the Apartment, the Company or its Agent may enter same by master key or by force without in any manner affecting the obligations of Cooperator under this Lease and, provided the Company shall accord reasonable care to Cooperator's property, without rendering the Company or its Agent liable to claim or cause of action for damages by reason thereof.

**12. SERVICES.**

As long as Cooperator obeys all of the provisions of the Lease, the Company agrees to provide to Cooperator, only insofar as the existing Building equipment and facilities allow, the following services: (1) elevator service; (2) hot and cold water in reasonable amounts at all times; and (3) heat as required by law.

If unmetered electricity and/or gas is furnished by the Company, they may, with the approval of any regulatory agency or body having jurisdiction, discontinue such service(s) to the Apartment, in which event the rent for the Apartment shall be reduced by the portion thereof allocated to the cost of such service(s) on the books of the Company. In the event such condition occurs, and (i) if such service(s) be supplied by the Company through a meter, Cooperator agrees to purchase the same from the Company or the Company's designated agent at terms, classifications and rates not in excess of those authorized by the Public Utilities Commission to be charged to such consumers of the appropriate public utility corporation and bills therefore shall be rendered at such times as the Company may elect, and the amount, as computed from a meter, shall be paid as additional rent; or (ii) if such service(s) are discontinued by the Company, the Company shall permit Cooperator to receive such service(s) direct from the appropriate

public utility corporation and shall permit the Company pipes, wires and conduits to be used for such purpose to the extent available, suitable and safely capable of handling such services. Stoppage or reduction of any of the above services shall not entitle Cooperator to any allowance or reduction of rent unless provided by law.

**13. NO REPRESENTATIONS BY THE COMPANY.**

Cooperator admits that neither the Company nor its agents have made any representations or promises concerning the physical condition of the Building, the land upon which it is erected, or the Apartment, or any other matter or thing concerning the Apartment, except as mentioned in this Lease, or in the floor plans, if such plans were shown to Cooperator.

**14. SPACE RENTED "AS IS".**

Cooperator has inspected the Apartment, has full knowledge of its condition, and agrees to take the Apartment, in its present condition. The taking of occupancy of the Apartment by Cooperator shall be conclusive and final evidence that the Apartment was in good and satisfactory condition at the time such occupancy was taken by Cooperator, except as to any hidden defects.

**15. ORAL AGREEMENTS.**

This Lease contains the entire agreement between the parties and any change or termination shall not be effective unless it is in writing and signed by both the Company and Cooperator.

**16. SUBORDINATION CERTIFICATE.**

This Lease is and shall be subject and subordinate to all ground and underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Apartment forms a part and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. Cooperator shall execute promptly any certificates that the Company may request in confirmation of such subordination.

**17. COOPERATOR'S RIGHT TO POSSESSION.**

If and so long as Cooperator pays the rent, additional rent and other charges and performs and observes all of the provisions hereof, Cooperator's rights under this Lease cannot be cutoff or ended before the expiration date, except as provided in the terms of the Lease and the ground and underlying leases and mortgages hereinabove mentioned.

**18. DEFAULT.**

(A) If, (a) Cooperator fails to keep any of Cooperator's agreements mentioned in this Lease other than Cooperator's agreement to pay rent; or, (b) if the Cooperator or any other

occupants of the Apartment engage in objectionable conduct; or, (c) if the Apartment is vacated by all authorized occupants; or, (d) if the Apartment is damaged because of the negligence or misuse of Cooperator, Cooperator's family, servants, or visitors, or guests; or (e) if Cooperator shall sell, encumber, assign or otherwise lose title to all or any part of the stock of the Company which he shall own in violation of the terms of this Lease or of the Company's By-laws; or (f) if any execution or attachment shall be issued against Cooperator or any of the Cooperator's property resulting in the Apartment being taken or occupied by someone other than the Cooperator; then, in any one or more of such events, the Company may serve upon Cooperator written notice stating the nature of said default, and if such default has not been cured and corrected or objectionable conduct stopped within five (5) days, then at the end of said five (5) days, the Company may serve upon Cooperator three (3) days notice of the Company's election to end the Lease, and upon the end of said three (3) days the Lease shall end as if the end of such (3) day period were the day stated to be the end of the Lease, and the Cooperator shall then give up the Apartment to the Company, but the Cooperator shall remain responsible to the Company as stated in this agreement, however, where the default involves a violation of Rule 12 or of Rule 13 or otherwise relates to the unlawful trade, manufacture, distribution, storage and/or sale of marihuana or controlled substances, or where the conduct constitutes an imminent threat to the viability of the Development the safety of other tenants of occupants of the Development, no notice as set forth in this paragraph need be given by the Landlord to the Cooperator.

(B) If the notice provided for in (A) above shall have been given, and the term shall end as provided therein or if no notice is required pursuant to subparagraph (A) hereof, or, if Cooperator shall fail to pay the rent or additional rent, and such failure shall continue three (3) days after the statutory personal demand for rent or the giving of the statutory written three (3) days demand for rent, then the Company may evict Cooperator or other occupants and their property by summary proceedings, peaceful reentry or other lawful means.

#### **19. REMEDIES OF THE COMPANY.**

In the event that the term of this Lease shall terminate and expire pursuant to notice or as the result of summary proceedings, or if the Company shall reenter by summary proceedings or other action or proceeding or recover possession of the Apartment in any other manner herein provided, (a) Cooperator shall pay to the Company any rent then due up to the time of the end of the Lease term and Cooperator shall be responsible for use and occupation until reentry or dispossession together with all expenses of the Company including counsel fees and disbursements incurred in connection with any summary proceedings or other action proceeding and the removal of the property and effects Cooperator or other occupants from the Apartment and all expenses incurred by the Company in repairing and redecorating the same for rerental; (b) the Company may without any way releasing Cooperator relet the Apartment or any part or parts thereof either in the name of the Company or otherwise for a term or terms which may at the Company's option be more or less than the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent; and (c) Cooperator shall remain responsible to the Company for damages including any difference between the rent to be paid under the Lease and the amount, if any, of the rents collected on account of the subsequent lease or leases of the Apartment for each month of the period which would otherwise have constituted the rest of the term of the Lease, after the deduction of concessions, free rent, brokers' commissions and expense of the Company for repairing, redecorating and otherwise preparing the Apartment for occupancy. The Company, at its option, may make such alterations and/or decorations in the Apartment as it considers advisable and necessary for the purpose of reletting same and the making of such alterations and/or decorations shall not release Cooperator from any liability hereunder. The Company shall in no event be liable to Cooperator in any way whatsoever for failure or refusal to relet the Apartment or, in the event the Apartment is relet, for failure or refusal to collect the rent due under such reletting and such failure or refusal shall not release or affect Cooperator's liability for damages.

Damages shall be paid in monthly installment by Cooperator on the first day of the month and any legal action brought to collect the amount of the loss for rent for any month shall not prejudice in any way the rights of the Company to collect the loss of rent for any subsequent month by a similar proceeding. Cooperator shall not receive any excess collected over the rent to be paid by Cooperator to the Company under the Lease.

#### **20. ADDITIONAL REMEDIES.**

The Company shall have the right of injunction, and the right to invoke any remedy allowed at law or in equity, as if reentry, summary proceedings and other remedies were not herein provided. The mention in this Lease of any particular remedy shall not preclude the Company from any other remedy, in law or in equity. Cooperator further waives any and all rights of redemption granted by or under any present or future laws in the event of Cooperator being evicted or dispossessed for any cause, or in the event of the Company obtaining possession of the Apartment by reason of the violation of any of the provisions of this Lease by Cooperator or otherwise.

**21. FEES AND EXPENSES.**

If Cooperator shall fail to obey any agreement or promise on Cooperator's part to be performed under the Lease, then the Company may immediately or at any time thereafter and without notice except as mentioned elsewhere in the Lease, perform the agreement of Cooperator under the Lease, and if the Company, in connection with any failure by Cooperator to obey the Lease, spends or becomes obligated to spend money including but not limited to attorney's fees in bringing any legal action or dispossess proceeding, such money so paid or debt incurred with interest and costs shall be considered to be additional rent under the Lease to be paid by Cooperator within five (5) days after service or mailing of a bill statement to Cooperator. If Cooperator's Lease term shall have ended at the time such expenses are paid or incurred by the Company, such sums, including legal expenses of the Company in bringing any dispossess proceeding against Cooperator shall be paid by Cooperator to the Company as damages.

**22. FIRE OR CASUALTY.**

Cooperator shall give immediate notice to the Company in case of fire or accident or other damage or defects in or to the Apartment or the Building and to any of the fixtures or equipment therein. If the Apartment or the Building shall be partially damaged by fire, the damages shall be repaired by and at the expense of the Company as soon as it can reasonably be done under the circumstances, due allowance to be taken into consideration for any delays which may arise by reason of labor troubles, inability to obtain labor or materials, governmental orders, regulations and restrictions, delays in adjusting the insurance loss or other causes beyond the Company's reasonable control. If the Apartment or the Building shall be damaged from such causes or from any of them to such an extent that the same cannot be repaired with reasonable diligence within a period of sixty (60) days, or if the Company shall decide not to repair or rebuild the same or if the Company shall decide to demolish the Building or to convert it to other uses then and in any such event, the Company may within sixty (60) days after such damage occurs give Cooperator notice of such decision and thereupon the term of the Lease shall expire upon the third day after such notice is given, and Cooperator shall thereupon vacate surrender the Apartment to the Company forthwith, and in such case, the carrying charges shall be paid up to and apportioned as of the date of which Cooperator shall vacate and surrender the Apartment. In the event the Apartment is damaged to such an extent that it is untenable in whole or in part, rent shall be paid up to time of such damage and shall thereafter abate in proportion to the part of the Apartment which may not be usable until such time as the Apartment shall have been repaired. If the Apartment or the Building shall be damaged or destroyed by fire or other cause resulting from any negligence act or omission or breach of any provision of this Lease by Cooperator, Cooperator shall be liable to the Company for any damage sustained by the Company as a result thereof and the making of any necessary repairs or rebuilding by the Company shall not constitute a waiver of the claim of the Company or of its insurer by subrogation, against Cooperator for such damages. The Company and Cooperator agree that the agreement contained in this paragraph is an agreement made in place of the provisions of Section 227 of the Real Property Law of the State of New York.

**23. PUBLIC TAKING.**

If the whole or any part of the Apartment be taken or condemned for any public or quasi-public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose and without apportionment of the award. If a substantial part of the Building shall be so taken or



condemned as to make it uneconomical for the Company, as determined in the Company's sole discretion, to continue the operation of the Apartment then, at the Company's sole option and upon notice to Cooperator from the Company, the term of this Lease shall cease and terminate on the date when possession of the part so taken shall be required for such use or purpose and without apportionment of the award. The current rent, however, shall in any such case be apportioned.

**24. NO WAIVER OF LEASE TERMS.**

No act or thing done by the Company or its agents during the term of the Lease shall be deemed an acceptance of a surrender of the Apartment, and no agreement to accept such surrender shall be valid unless in writing signed by the Company.

No employee of the Company or its agent shall have any power accept the keys of the Apartment prior to the termination of the Lease. The delivery of keys to any employee of the Company or its agents shall not operate as a terminator of the Lease or surrender of the Apartment. The failure of the Company to seek redress for violation of, or to insist upon the strict performance of, any condition of this Lease, or any of the Rules and Regulations set forth or hereafter adopted by the Company, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by the Company of rent with knowledge of the breach this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by the Company unless such waiver be in writing signed by the Company. No payment by Cooperator or receipt by the Company of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and the Company may accept such check or payment without prejudice to the Company's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

**25. INABILITY TO PERFORM.**

The Lease shall not be ended or in any way affected because the Company is unable to carry out any of the Company's agreements or is unable to supply or is delayed in supplying any service to be supplied or is unable to make or is delayed in making any repair, additions, changes or decorations in the Apartment or building, or is unable to supply or is delayed in supplying any equipment or fixture, if the Company is prevented or delayed from doing so by reason of strike or labor troubles, including strikes by the Company's employees, or any other cause beyond the Company's reasonable control.

**26. BILLS AND NOTICES.**

Except as is otherwise herein provided, a bill, statement, notice or communication which the Company may desire or be required to give to Cooperator, including any notice of termination or expiration, shall be deemed sufficiently given or rendered if in writing, delivered to Cooperator personally or sent by mail, addressed to Cooperator at the building, or left at the Apartment addressed to Cooperator. The time of the rendition of such bill or statement and the giving of such notice or communication shall be deemed to be the time when the same is so delivered, mailed or left at the Apartment. Any notice by Cooperator to the Company must be served by mail, addressed to the Company at the address first hereinabove set forth of such other address as the Company shall designate in the manner herein provided for giving notice to Cooperator.

**27. WAIVER OF TRIAL BY JURY. NO COUNTERCLAIMS.**

Both the Company and Cooperator waive trial by jury in any action, proceeding or counterclaim brought by either party against the other (except for personal injury or property damage) on any matters whatsoever concerning the Lease, the relationship of the Company and Cooperator's use or occupancy of the Apartment. It is further agreed that in the event the

Company commences any dispossession proceedings against Cooperator, no counterclaim of Cooperator based upon any claim against the Company will be brought by Cooperator such proceeding.

**28. AMENDMENT.**

The provisions of this Lease may be amended at any time by the affirmative vote of at least two-thirds (2/3) of the stockholders of the Company entitled to vote thereon at any annual or special stockholders' meeting, voting in the manner prescribed in the Company's Certificate of Incorporation, provided that (a) the proposed amendment shall be set forth in or annexed to the notice of such meeting and (b) the amendment shall apply uniformly to all such Leases. Each such duly adopted amendment shall be binding on all the Cooperators even if they did not vote for or agree in writing to the amendment.

**29. SUCCESSOR INTEREST.**

The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the Company and Cooperator and, except as otherwise provided in this lease, their respective heirs, distributees, executors, administrators, successors and assigns.

**Trump Village Section 3, Inc.**

**COOPERATOR:**

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)

**COOPERATOR:**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)