

**Proxy**  
**10 Park Ave Tenants Corp.**  
**SPECIAL MEETING OF SHAREHOLDERS PROXY- August 14**

**KNOW ALL PERSONS BY THESE PRESENTS, I/we, Claude Simon and**  
**(PRINT NAME(S) OF SHAREHOLDER(S) WHO WILL**  
**BE SIGNING BELOW. If there are two shareholders, only one need print the name here and sign below,**  
**although both may so print and sign) being the holder(s) of shares of 10 Park Ave Tenants Corp. (the "Corporation")**  
**do hereby constitute and appoint James Gallagher or Nathalie Ben-Elizier, individually, (if you**  
**wish to name someone other than \_\_\_\_\_ as your proxy holder, please write that person's name in**  
**the forgoing blank – that person will then have the right to vote your proxy, however, if that person does not**  
**appear at the meeting, your proxy will be voted by \_\_\_\_\_), as my/our Proxy to attend the special**  
**meeting of shareholders of the Corporation to be held on August 14<sup>th</sup> at 7:00P.M. in the lobby of 10 Park Ave**  
**Tenants corp., located at 10 Park Avenue New York, N.Y. 10016 or any continuation or adjournment thereof,**  
**with full power to vote and act for me/us and in my/our name, place and stead, in the same manner, to the same**  
**extent, and with the same effect that I/we might were I/we personally present thereat, giving to such Proxy full**  
**power of substitution and revocation.**

Any proxy or proxies heretofore gave by me to any person or persons whatsoever with respect to this meeting and any adjournment thereof are hereby revoked.

**VOTING FOR OR AGAINST THE AMENDMENT PACKAGE**

To consider and act upon a proposal to amend the terms of the Corporation's proprietary lease (the "Proprietary Lease") as described below in the accompanying proxy statement.

1. As described as proposed Article 18(e) in the accompanying proxy statement, to ban smoking anywhere in the building. Including in any apartments or on any balconies, terraces, or roof spaces described in the accompanying proxy statement.

For Yes to Ban      Against \_\_\_\_\_

Signature(s) here should match name(s) filled in above:



Claude Simon

Shareholder #1 (Please SIGN name)

Please Print Name

Shareholder #2 (Please SIGN name)

Please Print Name

Apartment number 9H

Dated: \_\_\_\_\_, New York

**SHAREHOLDER-PLEASE FILL IN DATE YOU SIGN:**

August 17, 2018

## **SUMMARY OF ADDITION TO ARTICLE 18 OF THE PROPRIETARY LEASE**

Incorporation of a no-smoking policy to mitigate: (i) the harmful effects of secondhand smoke and the infiltration of secondhand smoke into individual units and other spaces within the building; (ii) the increased maintenance, cleaning and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke free building.

### **PROPOSED ARTICLE 18(e) OF THE PROPRIETARY LEASE:**

Smoking and electronic cigarettes (an electronic cigarette is defined as an electronic device that delivers vapor for inhalation, including any refill, cartridge, and any other component of an electronic cigarette), shall at all times be prohibited everywhere on the property of the Co-op including, but not limited to: all indoor locations in the building, including residential and commercial units, and common areas; all outdoor areas, including terraces, outdoor courtyards, rooftops, balconies and patios; and a 25 foot perimeter around the building. Smoking shall include carrying, burning, or otherwise handling or controlling any lit or smoldering product, including but not limited to cigarettes, cigars, pipes or electronic cigarettes, containing tobacco, cloves, or any other leaf, weed, plant or other substance. This no-smoking policy applies to all tenant-shareholders, residents, occupants, agents, tenants, invitees, guests, friends, or family members anywhere on the property. Smoking in violation of this rule will constitute objectionable conduct and/or constitute a nuisance pursuant to the terms and provisions of the documents of the co-op and/or law.

The Co-op's adoption of a smoke-free policy does not make the Co-op or managing agent guarantors of residents' health or of the smoke-free condition of the shareholders' units and the

common areas. The Co-op's ability to enforce the smoke-free policy is dependent in significant part on voluntary compliance by shareholders, residents, occupants, and their invitees, guests, and others on the property. The Co-op will take reasonable steps in response to smoking if it has been given written notice of said smoking.

The Co-op's adoption of a smoke-free policy does not in any way change the standard of care that the Co-op or managing agent would otherwise have to a resident/occupant to render the building and premises safe or habitable. The Co-op specifically disclaims any implied or express warranties that the building, common areas, or shareholders' premises will be free from secondhand smoke.