

OCCUPANCY AGREEMENT
BY AND BETWEEN
LINDEN PLACE CORPORATION
AND

MEMBERS

Unit
Parking Space
Square footage
Proportionate Share

Linden Place Corporation

Occupancy Agreement

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OCCUPANCY AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 2000, by and between LINDEN PLACE CORPORATION (hereinafter referred to as the "Corporation"), a Pennsylvania nonprofit corporation having its principal office and place of business at 201 Grant Street, Sewickley, Pennsylvania 15143 and _____ (hereinafter referred to as "Member").

WITNESSETH:

WHEREAS, the Corporation has been formed for the purpose of acquiring, owning and operating the real estate and buildings located at 201 Grant Street, Sewickley, Pennsylvania 15143 and 72 Linden Place, Sewickley, Pennsylvania 15143 (hereinafter referred to as the "Property", which term, whenever used herein, will include all of the real and personal property of the Corporation) with the intent that its Members will have the right to occupy certain space therein under the terms and conditions hereinafter set forth; and

WHEREAS, the Member is, or simultaneously with the execution hereof will become, an owner and holder of _____ shares of the Corporation (the "Shares"); and

WHEREAS, as of the date of this Occupancy Agreement, the monthly Cooperative Fee (defined in Section 1.1.6 herein) for the below mentioned Dwelling Unit is in the amount of \$_____ per month, (\$_____ attributable to the Dwelling Unit and \$-0- attributable to the parking space(s), and will be due and payable in advance, on or before the first (1st) day of each and every month of the term hereof; provided, however, no penalty may be assessed if such payment is received by the fifth (5th) day of the month.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Corporation hereby grants to the Member and the Member hereby acquires from the Corporation, except as provided below, the right to use and occupy the rooms in the Property as partitioned on the date hereof and designated as Dwelling Unit number ____ together with the storage locker assigned to such Dwelling Unit and parking space(s) ____ if any, located at _____, Sewickley, PA 15143 for occupancy by the Member and the Member's immediate family (except as may otherwise be permitted in accordance with the provisions of the Bylaws of the Corporation), or permitted Sublessee, which includes the right to the use of the appurtenances and fixtures and any closets, patios, balconies, or portion thereof outside of said Dwelling Unit which are allocated exclusively to the Dwelling Unit and which includes the right to the use of the personal property owned by the Corporation in the Dwelling Unit on the date hereof, all on the terms and conditions set forth herein and in the Articles of Incorporation, Bylaws of the Corporation ("Bylaws") and any rules and regulations of the Corporation ("House Rules") now or hereafter adopted or amended from time to time, from the date of this Occupancy

Agreement and for so long as Member is a shareholder in good standing of the Corporation (unless sooner terminated as provided hereinafter).

ARTICLE I

Definitions

Section 1.1 The following terms have the following meanings whenever used throughout this Occupancy Agreement:

Section 1.1.1 Articles of Incorporation. The document filed for record in and accepted by the Secretary of the Commonwealth of Pennsylvania, and which organizes the Corporation as a nonprofit corporation.

Section 1.1.2 Board of Directors (or Board). The executive and administrative entity of the Corporation designated or elected as provided in the Articles of Incorporation and in the Bylaws to act for and direct the affairs of the Corporation in the interests of the Members.

Section 1.1.3 Bylaws. The Bylaws established for the purpose of managing and directing the affairs of the Corporation, and such amendments thereto as may be made from time to time in accordance with the Bylaws.

Section 1.1.4 Capital Improvement Reserve Fund. The reserve fund established by the Corporation and maintained in accordance with Article IX, Section 1(g) of the Bylaws, and for other appropriate corporate purposes as determined by the Board of Directors in accordance with the By-laws.

Section 1.1.5 Common Areas. All of the Property, other than the Dwelling Units, for which the Corporation will assume the responsibility of providing for the renovation, maintenance and/or replacement.

Section 1.1.6 Cooperative Fees. The estimated amount in cash which the Board of Directors from time to time in its judgment determines to be necessary or proper for (a) the operation, maintenance, care, alteration and improvement, including capital improvements, of the Property during the year or portion of the year for which such determination is made; (b) the creation of such reserves as it may deem proper, including a Capital Improvement Reserve Fund; and (c) the payment of any obligations, borrowings, debts, liabilities or expenses incurred (even though incurred during a prior period) or to be incurred, after giving consideration to (i) income expected to be received during such period (other than from Occupancy Agreements), and (ii) cash on hand which the Board of Directors in its discretion may choose to apply. The Cooperative Fees may be adjusted or re-determined from time to time by the Board of Directors in accordance with and subject to the limitations of, the Bylaws and this Occupancy Agreement.

Section 1.1.7 Corporation. Linden Place Corporation, a Pennsylvania nonprofit corporation.

Section 1.1.8 Dwelling Unit. An individual dwelling unit, as such dwelling unit is identified by a certificate of Shares of stock of the Corporation issued to a Member, as more particularly described in the granting clause on the first page of this Occupancy Agreement.

Section 1.1.9 First Share Lien. The first security interest of a Share Lender in a Member's Shares and Occupancy Agreement securing a Share Loan to the Member by a Share Lender.

Section 1.1.10 First Share Lien Notification. Notification to the Corporation by the Member of the existence of a First Share Lien and the identity of the Share Lender holding or owning said Lien.

Section 1.1.11 House Rules. The published rules and regulations for the use and operation of the Property and of the Corporation as adopted from time to time by the Board of Directors of the Corporation pursuant to the provisions of the Bylaws of the Corporation.

Section 1.1.12 Managing Agent. The person or entity employed by the Corporation at the direction of the Board of Directors, pursuant to the Bylaws, to perform such duties as the Board of Directors may authorize.

Section 1.1.13 Member. A person owning Shares in the Corporation and coupled with a possessory interest in a Dwelling Unit under an Occupancy Agreement by and between the Corporation and such Member. The Corporation shall make membership available on a voluntary basis without any social, political, racial, or religious discrimination and without any discrimination on the basis of age, sex, marital status, handicap, or sexual preference.

Section 1.1.14 Occupancy Agreement. A proprietary lease agreement by and between the Member and the Corporation pursuant to which the Member has a possessory interest in the Dwelling Unit and which Occupancy Agreement otherwise governs the relationship between the Corporation and the Member.

Section 1.1.15 Person. A natural person, estate, trust, the Corporation, or Share Lender.

Section 1.1.16 Property. All of the buildings and including the Dwelling Units real property owned by the Corporation, along with the improvements and fixtures located thereon, having the following addresses: 201 Grant Street and 72 Linden Place, Sewickley, Pennsylvania 15143 and all of the personal property owned by the Corporation.

Section 1.1.17 Proportionate Share. The proportionate share of the stock of the Corporation owned by Member as set forth on the first page of this Occupancy Agreement.

Section 1.1.18 Share Lender. Holder(s) or owner(s) of a first security interest in, or First Share Lien on, any Shares and/or an Occupancy Agreement.

Section 1.1.19 Share Loan. An advance of a money by a Share Lender to a Member with a promise to repay, secured and collateralized by pledge, security interest, mortgage lien, assignment or other hypothecation or transfer of the Shares and the Occupancy Agreement relating to a Dwelling Unit occupied by such Member.

Section 1.1.20 Shares. Shares of stock in the Corporation, issued and outstanding from time to time.

Section 1.1.21 Special Charges. Costs incurred and/or assessed by the Corporation and owed by a Member for maintenance and upkeep of the Member's Dwelling Unit including appurtenances thereto, and fixtures and personal property therein, if the Member fails or refuses to pay such costs himself, or as otherwise assessed by the Board of Directors pursuant to the Bylaws and the Occupancy Agreement.

Section 1.1.22 Sublease. An agreement by and between Member and a natural person(s) transferring only the Member's possessory interest in the Dwelling Unit to such natural person(s) for a term of occupancy less than Member's term of occupancy under the Occupancy Agreement, and which Sublease shall govern the relationship between the Member and the Sublessee.

Section 1.1.23 Sublessee. A natural person(s) occupying the Dwelling Unit of a Member under a Sublease with that Member.

ARTICLE II

Monthly Cooperative Fees and Special Charges

Section 2.1 Commencing at the time indicated in Article III of this Occupancy Agreement, the Member agrees to pay monthly to the Corporation, or its Managing Agent, Cooperative Fees, together with such other costs, fees and expenses as set forth in the Bylaws (including but not limited to Special Charges), as may be established by the Board of Directors from time to time as required by the Corporation to meet its expenses and provide for necessary reserves and contingencies, including but not limited to:

Section 2.1.1 The cost of all operating expenses of the Property and services furnished, including charges for Common Areas;

Section 2.1.2 The cost of necessary management and administration;

Section 2.1.3 The amount of all taxes and assessments levied against the Property or which the Corporation is required to pay;

Section 2.1.4 The cost of fire and extended coverage insurance on the Property and such other insurance as the Corporation may effect;

Section 2.1.5 The cost of furnishing water, electricity, heat, garbage and trash collection and other utilities and services to the extent furnished by the Corporation;

Section 2.1.6 All reserves and working capital funds established by the Board, including a Capital Improvement Reserve Fund;

Section 2.1.7 The estimated cost of repairs, additions, improvements, alterations, maintenance and replacements of Property to be made by the Corporation;

Section 2.1.8 The amount of principal, interest, the expenses of extending, refinancing or refunding any indebtedness and other required payments; and

Section 2.1.9 The cost of maintenance and operation of the garage or parking spaces.

Section 2.1.10 Any other expenses of the Corporation approved by the Board, including operating deficiencies or deficits, together with Special Charges, if any, for prior periods.

Section 2.1.11 The Board will determine the capital budget and the operating budget and the amount of the Cooperative Fees. No Member will be charged with more than his Proportionate Share of the Cooperative Fees plus any Special Charges

as may be levied by the Board or which may be due from the Member as determined in accordance with provisions established by the Bylaws; provided, however, that such determination of Cooperative Fees may be rejected by the holders of at least sixty-seven percent (67%) of the Shares within thirty (30) days after the resolution is adopted by the Board and announced to the Members. If the determination of Cooperative Fees is rejected by the Members, the Board will determine, by resolution, revised Cooperative Fees, which also may be rejected by the Members and so on until a resolution is adopted which is not rejected by the Members. The Board may, from time to time, unless rejected by the holders of at least sixty-seven percent (67%) of the Shares, within thirty (30) days after a resolution to such effect is adopted by the Board and announced to the Members, increase or diminish the amount previously fixed or determined for such year. The omission by the Board, before the expiration of any year, to determine the budget for that or the next year or to fix and determine the amount to be paid by all Members under Occupancy Agreements will not be deemed a waiver, or modification in any respect of the covenants or provisions of this Occupancy Agreement, or a release of Member from Member's obligation to pay his share of Cooperative Fees. In such event, Member's Cooperative Fee for the preceding year will continue until new Cooperative Fees are fixed.

Section 2.1.12 Until further written notice from the Corporation, the monthly Cooperative Fees for the Dwelling Unit will be in the amount set forth on the first page hereof, and will be due and payable in advance on or before the first (1st) day of each and every month of the term hereof; provided, however, no penalty may be assessed if such payment is received by the tenth (10th) day of the month.

Section 2.1.13 The Member covenants and agrees that, in addition to the other sums that have become or will become due pursuant to the terms of this Occupancy Agreement, the Member will pay to the Corporation: (a) upon the execution of this Occupancy Agreement, a sum equal to two (2) months' Cooperative Fee charges, said sum being in addition to and not an advance of Member's regular monthly assessment of Cooperative Fees; and (b) through the term of this Occupancy Agreement, late fees for each delinquent payment of Cooperative Fees and Special Charges in an amount equal to four percent (4%) of such amount unpaid per month, and interest as set forth in Section 6 of Article XIII of the Bylaws.

Section 2.1.14 If a Member defaults in making a payment of Cooperative Fees or Special Charges or defaults in the performance of any provision of this Occupancy Agreement, the Bylaws or the House Rules and the Corporation retains the services of any attorney or collection agency with respect thereto, the Member will pay to the Corporation any and all costs or fees, including reasonable attorneys' fees and court costs incurred by it, in respect thereto. All such costs and fees shall be deemed to be Special Charges payable to the Corporation upon demand.

Section 2.1.15 In the event that a Member falls or refuses to pay the Cooperative Fees or Special Charges or fails to keep the Dwelling Unit in good condition or repair, as set forth in this Occupancy Agreement, the Bylaws and the House Rules, then the Corporation will have the right, after ten (10) days' written

notice, to Member, to enter and/or to pay such costs on behalf of the Member or otherwise cure or cause the Dwelling Unit to be maintained in good condition and repair. Such costs will be Special Charges payable to the Corporation on demand.

ARTICLE III

Commencement of Cooperative Fees

Section 3.1 Upon any permitted sale of Shares of the Corporation, other than the initial sale of such Shares to Member by the Corporation, the selling Member will be responsible for Cooperative Fees to the last day of his ownership and the new Member will be responsible for payment of Cooperative Fees from and after his first day of ownership, and there will be no lapse between such periods of ownership. Thereafter, the new Member will pay the Cooperative Fees each month in advance. For purposes of this Article III, ownership will be deemed to have changed as of the day upon which the Shares are transferred on the official books of the Corporation.

ARTICLE IV

Credits

Section 4.1 At the sole discretion of the Board, the Corporation may credit to the Member, within sixty (60) days after the end of the Corporation's fiscal year, his Proportionate Share of such sums as have been collected in anticipation of expenses which are in excess of the actual amounts needed for expenses of all kinds, including reserves.

ARTICLE V

Patios and Balconies

Section 5.1 If the Dwelling Unit includes a patio or balcony, the Member will have and enjoy the exclusive use of the patio or balcony, subject to the provisions of this Occupancy Agreement and the Bylaws and to the use of the patio or balcony by the Corporation to the extent permitted in this Occupancy Agreement. The Member's use of the patio or balcony will be subject to such regulations as the Board may prescribe from time ' to time. The Corporation will have the right to erect equipment thereon, for its use and the use of Members occupying the Property and will have the right of access thereto for such installations and for the repair thereof. The Member will keep the patio or balcony clean and free from snow, ice, leaves and other debris. The Member will not use the patio or balcony for storage of any item other than patio-type furniture. No fences, structures or lattices will be erected or installed on the patio or balcony without the prior written approval of the Corporation. The walls of any patio or balcony may not be painted by the Member without the prior written

approval of the Corporation. Any planting or other structures erected by the Member may be removed and restored by the Corporation at the expense of Member for the purpose of repairs, upkeep or maintenance of the Property.

ARTICLE VI

Acceptance and Use of Dwelling Unit

Section 6.1 The Member hereby accepts the Dwelling Unit and any appurtenances, fixtures and personal property appurtenant thereto or located therein and in the Property in the condition existing as of the date of this Occupancy Agreement. The Member will occupy the Dwelling Unit and any balcony or patio for no purpose other than for residential purposes or as otherwise permitted in the Bylaws, and may, in accordance with the Bylaws and the House Rules, enjoy the use, in common with other Members of the Corporation, of all the Property (including parking spaces not leased to any Members), and Common Areas of the Property so long as the Member continues to own the Shares allocated to the Dwelling Unit under this Occupancy Agreement and is not in default hereunder or under the Bylaws or the House Rules.

Section 6.2 The Member will not permit or suffer anything to be done or kept in the Dwelling Unit or at the Property which will increase the rate of insurance on the Property, the Dwelling Unit, or on the contents thereof, nor will the Member commit or permit any nuisance in the Dwelling Unit or on the Property or commit or suffer any illegal act to be committed thereon. If by reason of the Member's use of the Dwelling Unit or the Property the rate of insurance on the Property is increased, then the Member will become personally liable for the additional insurance premiums, which will be Special Charges payable on demand by the Corporation.

Section 6.3 Member will not create or permit to be created or remain, and will discharge, any lien, encumbrance or charge levied on account of any mechanic's, laborer's or materialman's lien which might be or become a lien, encumbrance or charge upon the Property or upon any part of it. If any mechanic's, laborer's or materialman's lien is filed at any time against the Property or any part, of it, as a result of any contract or action of Member, the Member will cause it to be discharged of record by payment, deposit, bond, order of the court of competent jurisdiction, or otherwise, within ten (10) days after notice of the filing. If the Member fails to cause such lien to be discharged within that period, then (in addition to any other right or remedy) the Corporation may, but will not be obligated to, discharge that lien either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. In any such event, the Corporation will be entitled, if the Corporation so elects, to compel the prosecution of any action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by the Corporation and all costs and expenses incurred by the Corporation in connection with such lien and or proceeding, including attorneys fees, are hereby agreed to be a

Special Charge due and payable by Member on demand. Nothing in this Occupancy Agreement will be deemed or construed in anyway as constituting the consent or request of the Corporation, express or implied, by inference or otherwise, to a contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific alteration, addition, improvement or repair to the Property or any part thereof, nor as giving the Member any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Property or any part of them.

Section 6.4 The Member will at all times fully comply with this Occupancy Agreement, the Bylaws and the House Rules. Member's failure to comply will entitle the Corporation to exercise, after expiration of any applicable cure period, all rights and remedies provided under this Occupancy Agreement and at law or equity.

Section 6.5 Every Dwelling Unit shall have one specific garage parking space assigned to that Dwelling Unit. The sale of a share certificate for any Dwelling Unit shall automatically transfer the garage parking space assigned to that Dwelling Unit. No garage parking space may be used by any person who is not a Member or resident of Linden Place. If a Member should own more than one garage parking space and desire to sublet such garage parking space or if a Member elects not to use the garage parking space assigned to that Member's Dwelling Unit, such member may sublet such garage parking space only to another Member or resident of Linden Place. Any such Sublease shall terminate in accordance with the provisions of Article XVII hereof.

ARTICLE VII

Member's Responsibilities and Right to Quiet Enjoyment

Section 7.1 The Member will not interfere with the rights of other Members, annoy them by unreasonable noises or otherwise, commit or permit any nuisance in the Dwelling Unit or on the Common Areas, commit or suffer any illegal act to be committed thereon or any other activities in derogation of the Bylaws and House Rules. The Member covenants to comply with all 'of the requirements of all governmental authorities with respect to the Property.

Section 7.2 In return for the Member's continued fulfillment of terms and conditions of this Occupancy Agreement, the Bylaws and the House Rules, the Corporation covenants that the Member may at all times while this Occupancy Agreement remains in effect and Member is not in default, have and enjoy for his sole use and benefit the Dwelling Unit, after obtaining occupancy and may enjoy in common with all other Members of the Corporation the use of all Common Areas, property and facilities of the Property, subject, however, to the rights of present Members or Sublessees of the other Dwelling Units, and subject to any and all encumbrances against the Property.

ARTICLE VIII

Assignments, Transfers and Subleases

Section 8.1 The Member will not assign this Occupancy Agreement or sublease the Dwelling Unit without the prior written consent of the Board of Directors of the Corporation. Such consent will not, upon compliance with this Occupancy Agreement, the Bylaws and House Rules, be unreasonably withheld; provided that the Board of Directors will have the right to withhold its consent to, and to approve the form for, any proposed assignment of this Occupancy Agreement or Sublease of the Dwelling Unit if, in the Board's sole discretion, such an assignment or Sublease might affect the ability of the Corporation or any other Member to obtain financing or to be or remain eligible for financing, with or through FNMA, FHLMC, FHA, VA, National Cooperative Bank or any other similar entity, or would result in excess of 26 Dwelling Units being occupied by other than the Member who owns such Dwelling Unit, a member of his immediate family or such Member's parent(s). If the Board fails to act on any request by a Member to assign this Occupancy Agreement or sublease the Dwelling Unit within thirty (30) days after submission to it of such request, the Corporation will be deemed to have consented in writing to such assignment or Sublease provided that such assignment or Sublease shall otherwise comply with this Occupancy Agreement, the Bylaws and the House Rules. Any assignment or Sublease without such prior written consent of the Board of Directors will be null and void. The liability of the Member under this Occupancy Agreement and the Bylaws will continue if the Member has assigned this Occupancy Agreement without written consent of the Corporation where required hereunder, but will terminate where (a) consent where required has been obtained and (b) the assignee has assumed all obligations of the Member hereunder. In the event of a Sublease of the Dwelling Unit, the Member will continue to be liable under this Occupancy Agreement and the Bylaws whether the Sublease was with or without the written consent of the Board of Directors. The Member will be responsible for any and all costs, fees and expenses of the Corporation, including, but not limited to, attorneys' fees, transfer or other taxes and court costs by reason of any transfer or Sublease, or the Corporation's enforcement of this Occupancy Agreement, the Articles of Incorporation, the Bylaws or the House Rules against the Member, any such Sublessee or assignee of the Member. Any unauthorized subleasing will, at the option of the Corporation, result in the termination and forfeiture of the Member's rights under this Occupancy Agreement. All Subleases shall expressly be made subject to all of the covenants, conditions and provisions of this Occupancy Agreement, the Articles of Incorporation, the Bylaws and the House Rules.

Notwithstanding anything to the contrary in the foregoing paragraph, the Share Lender may sublet the Dwelling Unit without the consent of the Board of Directors for a period of up to three (3) years after the Share Lender obtains possession of the Dwelling Unit through foreclosure or otherwise.

Section 8.2 This Occupancy Agreement will not be assignable except in the same manner as may now or hereafter be provided for the transfer of Shares and assignment of Occupancy Agreements in the Bylaws and this Occupancy Agreement. Nothing in this Occupancy Agreement will prevent the Member from assigning this Occupancy Agreement in order to secure the repayment of an obligation incurred to purchase or refinance the Shares giving the right of occupancy of the Dwelling Unit. Such assignment of this Occupancy Agreement will not require the consent of the Corporation; provided, however, that the Member will have delivered to the Corporation all documents required by the Bylaws to be delivered with respect to such assignment.

Section 8.3 In the event that the Member, while not in default hereunder, or under the Bylaws or House Rules, transfers the Shares and assigns the Member's interest in this Occupancy Agreement by a valid trust instrument to a trustee for the sole benefit of the Member, his or her spouse, parent or parents, child or children (provided, however, that the grantor of such trust is treated as the owner thereof for purposes of Section 671 of the Internal Revenue Code of 1954) or if the Member dies, and by virtue of any law of inheritance or of a valid will, the ownership of the Shares and the Member's interest in this Occupancy Agreement are transferred without prior consent to the surviving spouse, parent or parents, child or children of the Member, or to a trustee for the benefit of such surviving spouse, parent or parents, child or children, then it shall not be necessary to secure the Corporation's consent to such transfer and assignment.

Section 8.4 All transfers of Shares and assignments of this Occupancy Agreement will be made in full compliance with this Occupancy Agreement, the Articles of Incorporation, the Bylaws and House Rules, as in existence at the time of the transfer and assignment.

ARTICLE IX

Management, Taxes and Insurance

Section 9.1 The Corporation will provide necessary management, operation and administration of the Property, pay or provide for the payment of all taxes and assessments levied against the Property, procure and pay or provide for payment of the fire insurance and extended coverage and such other insurance as it may deem advisable on the Property.

Section 9.2 Member shall at his own expense, obtain sufficient owners and rental insurance coverage (commonly known as an HO-6 policy) to adequately cover Member's personal possessions.

ARTICLE X

Utilities

Section 10.1 The Corporation will provide, but Member will pay for, electricity, natural gas, hot and cold water, and air conditioning and heating. The cost of those utilities that are separately metered shall be paid by Member directly to the utility company providing such service and the cost of those utilities that are not separately metered will be included in the Cooperative Fees. In no event will Member have the right to deduct or set off from its Cooperative Fees or Special Charges any amounts attributable to the failure to provide such services or for the interruption of such services.

ARTICLE XI

Repair and Maintenance of Property and Dwelling Units

Section 11.1 Repair and maintenance in good, clean and sanitary condition of a Dwelling Unit or of the Property shall be performed by and at the expense of the following:

Section 11.1.1 By Member:

(a) Any repairs, replacement or maintenance to the Dwelling Unit, including the personal property, fixtures and appliances (including without limitation, carpeting, light fixtures, smoke detectors, etc.), located in the Dwelling Unit or on the patio or balcony and any repair, replacement or maintenance of the Property, if such repair, replacement or maintenance of the Property was necessitated by the Member's negligence or misuse, or that of any Sublessee, or a member of Member's family or the family of such Sublessee, or of any guest, employee, invitee, licensee or agent of the Member or of such Sublessee;

(b) Any redecoration of the interior of the Dwelling Unit;

(c) Any repairs, replacement or maintenance of glass within the Dwelling Unit, of the interior surfaces of the perimeter walls, interior partitions, floors and ceilings of the Dwelling Unit, whether occasioned by normal wear and tear or otherwise;

(d) All repairs, replacements and maintenance will be of the quality and kind equal to the original work performed at the Property and will be subject to inspection by and approval of the Corporation. Exterior repairs, replacements, maintenance and improvements must be approved by the Corporation before commencement of any such work.

Section 11.1.2 By the Corporation:

(a) The Corporation will provide and pay for all necessary repairs, maintenance and upkeep of all Common Areas and exterior surfaces. common-area windows, patios, balconies, foundations, supports, plumbing supply lines up to the shut-off valves located in each Dwelling Unit, drain lines located outside the Dwelling Units, all pumps, tanks, pipes, boiler pipes, shut-off valves, fan-coil units in the Dwelling Units, air conditioning compressors within each Dwelling Unit, electrical conduits up to the circuit panel in each Dwelling Unit and other apparatus for the general services of the Property;

(b) The Corporation will keep the lobbies, corridors, stairways, entrances and parking areas clean and properly lighted, and the elevators properly lighted and in good order;

(c) The authorized officers, employees and agents of the Corporation will have the right to enter the Dwelling Unit in order to effect necessary repairs, maintenance and replacements and to authorize entrance for such purposes by employees of any contractor, utility company, governmental authority, or others at any reasonable hour of the day, with three (3) hours notice, but in the event of emergency, at any time and without notice.

Section 11.2 Right of Corporation to Make Repairs at Member's Expense:

Section 11.2.1 In case the Member fails to effect the repairs, maintenance or replacements specified in Section 11.1.1 of this Article XI in a manner satisfactory to the Corporation and pay for same, the Corporation may do so, in which event the cost of such repair, maintenance or replacement will be assessed as a Special Charge payable by Member on demand by the Corporation.

Section 11.3 Member will promptly give Corporation notice in writing of any defect and/or condition existing in the Property (or the Dwelling Unit if the Corporation is required to effect repairs thereto under Section 11.1.2 hereof) necessitating repair or maintenance by the Corporation. In the event of a known

emergency, Member will give the Corporation immediate telephonic notice. Failure of Member, to give such notice as required in this Section 11.3 will result in Member becoming liable to Corporation for any damages resulting therefrom.

ARTICLE XII

Alterations and Additions: Removal of Fixtures: Surrender

Section 12.1 The Member will not, without the prior written consent of the Corporation, which consent may be withheld in its sole discretion, make any alterations to the Dwelling Unit or to any part of the Property, including, but not limited to, the water, air conditioning, or heating systems, the electrical conduits, the plumbing or other fixtures, any appliances belonging to the Corporation, or fixtures from the Dwelling Unit or any part of the Property, and will not overload any such systems or fixtures.

Section 12.2 If the Member for any reason ceases to own the Shares, the Member will promptly surrender to the Corporation possession of the Dwelling Unit including any alterations, additions, fixtures and improvements to the Dwelling Units and any of the Corporation's appliances and personal property located in the Dwelling Unit.

Section 12.3 The Member will not, without the prior written consent of the Corporation, install or use in the Dwelling Unit any clothes washer or dryer, electrical heating, power tool, or other appliance which causes overloads of the Dwelling Unit's electric wiring. The Member agrees that the Corporation may require the prompt removal of any such appliance at any time, and that failure to remove such equipment upon request will constitute a default within the meaning of Article XIII of this Occupancy Agreement.

Section 12.4 Without the Corporation's written consent, the Member will not remove any fixtures, appliances, additions or improvements from the Dwelling Unit except as provided below. If the Member or a prior Member has placed or in the future does place in the Dwelling Unit any additions, improvements, appliances or fixtures, including but not limited to fireplace mantels, lighting fixtures, refrigerators, air conditioners, dishwashers, ranges, woodwork, wall paneling, ceilings, special doors or decorations, special cabinet work or other built-in ornamental items, which can be removed without structural alterations or permanent damage to the Dwelling Unit, then title thereto will remain in the Member and the Member will have the right, prior to the termination of this Occupancy Agreement to remove the same at the Member's own expense, provided: (i) that the Member at the time of such removal is not in default in the payment of Cooperative Fees or Special Charges or in the performance or observance of any other covenants or conditions of this Occupancy Agreement; and (ii) that the Member will, at the Member's own expense, prior to the termination of this Occupancy Agreement, repair all damage to the Dwelling Unit caused by either the installation or removal of any such additions, improvements, appliances or fixtures;

and (iii) that if the Member has removed from the Dwelling Unit any articles or materials owned by the Corporation or its predecessor in title, or any fixtures or equipment necessary for the use of the Dwelling Unit, the Member will at his expense either restore such articles and materials and fixtures, appliances and equipment and repair any damage resulting from their removal and restoration or replace them with others of a kind and quality customary in comparable buildings and satisfactory to the Corporation.

Section 12.5 On the expiration or termination of this Occupancy Agreement, the Member will surrender to the Corporation possession of the Dwelling Unit with all additions, improvements, appliances and fixtures then included therein except as otherwise provided in Section 12.4 hereof. Any additions, improvements, fixtures or appliances which Member is permitted to remove, but which have not been removed by the Member on or before such expiration or termination of this Occupancy Agreement will, at the option of the Corporation, be deemed abandoned and will become the property of the Corporation and may be disposed by the Corporation without liability or accountability to the Member.

ARTICLE XIII

Default by Member

Section 13.1 If, at any time, any one of the events specified in Sections 13.1.1 through 13.1.8 of this Article occurs, or the Member is otherwise in violation of any of the provisions of the Articles of Incorporation, the Bylaws, or House Rules, the Corporation may, in addition to all other rights and remedies available to it, exercise its rights to terminate the Member's right to occupancy under this Occupancy Agreement, as more particularly provided in Article XVII. The Corporation will furnish the Member and the Share Lender (provided Corporation has received First Share Lien Notification with respect to such Share Lender) at least thirty (30) days' written notice of any declaration of default hereunder and the termination of the Member's right to continue to occupy his Dwelling Unit. At the end of said period, unless the Member or his Share Lender has cured the default specified in said notice, the Corporation may re-enter the Dwelling Unit, remove the occupants and their personal property and take possession of the Dwelling Unit; provided, however, that if the Corporation has furnished the Member two (2) notices of default in any one calendar year during the term hereof, neither Member nor Share Lender shall have any right to cure any third default of which it receives notice.

Section 13.1.1 If at any time during the term of this Occupancy Agreement the Member ceases to be the owner and legal holder of the Shares of the Corporation; provided, however, that the foregoing will not prohibit the pledge of the Shares to a Share Lender.

Section 13.1.2 If the Member attempts to transfer the Shares and assign this Occupancy Agreement in violation of the Bylaws or House Rules, or subleases or

attempts to sublease the Dwelling Unit in violation of this Occupancy Agreement, the Bylaws or House Rules.

Section 13.1.3 If the Member fails to effect and/or pay for repairs and maintenance as provided for in Article XI herein.

Section 13.1.4 If the Member fails to pay when due the monthly Cooperative Fees, Special Charges or any other sum due pursuant to the provisions of this Occupancy Agreement.

Section 13.1.5 If Member defaults in the performance of any of Member's other duties and obligations under this Occupancy Agreement, the Bylaws or House Rules.

Section 13.1.6 If Member abandons the Dwelling Unit.

Section 13.1 .7 If Member defaults under the Share Loan from Share Lender.

Section 13.1.8 If (a) there is filed a petition in bankruptcy court by or against Member or for the appointment of a receiver for Member, pursuant to any applicable bankruptcy law, or an assignment by Member for the benefit of creditors, provided, however, that if any such action is commenced involuntarily against Member, it will not constitute a default if it is dismissed or stayed within sixty (60) days after the filing date; (b) a receiver or trustee of the property of the Member is appointed by any court; (c) the Member makes a general assignment for the benefit of creditors; (d) and of the Shares of the Corporation owned by the Member are duly levied upon under court process; or (e) this Occupancy Agreement or any of the Shares pass by operation of law or otherwise to anyone other than the Member or a person to whom the Member has assigned this Occupancy Agreement or the Shares in compliance with this Occupancy Agreement and the Bylaws, but this Section 13.1.8(e) shall not be applicable if this Occupancy Agreement devolves upon the heirs or personal representatives of the Member, as provided in Section 8.3.

Section 13.2 The Member expressly waives any and all rights to a stay of execution and all rights to notice of, or service of, any writ of restitution or any other action at law or in equity and any and all rights of redemption in case the Member is dispossessed by judgment or warrant of any court or judge. The words "enter", "re-enter" and "re-entry" as used in this Occupancy Agreement are not restricted to their technical legal meanings, and in the event of a breach or threatened breach by the Member of any of the covenants or provisions herein or in the Bylaws or House Rules, the Corporation will have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not provided for herein.

Section 13.3 The failure on the part of the Corporation to avail itself of any of the remedies provided under this Occupancy Agreement will not waive or destroy the right of the Corporation to avail itself of such remedies for similar or other breaches on the part of the Member.

Section 13. 4 Member hereby empowers any Prothonotary or any attorney of any court of record within the United States or elsewhere to appear for Member, in any and all actions which may be brought by the Corporation, and/or to sign for Member an agreement for entering in any competent court an amicable action or actions for the recovery of all of any sum or sums due to the Corporation, and in said suit or suits or in said amicable action or actions to (i) confess judgment against Member in favor of the Corporation, its successors or assigns, as of any term, for all or any sum or sums due to the Corporation, and for interest or costs, together with an attorney's commission for collection of ten percent (10%) and (ii) to confess judgment in ejectment against Member or any person claiming by or through it. Member hereby waives all errors, defaults and imperfections in entering said judgments or in any writ, or process, or proceeding thereon or relating thereto or in anywise touching or concerning the same. Such authority shall not be exhausted by one exercise thereof but shall continue from time to time and at all times until all obligations of Member to Corporation have been fully discharged. In an amicable action brought hereon, the Corporation shall first cause to be filed in such action an affidavit made by it or someone acting for the Corporation, setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be prima facie evidence, and if a true copy of this Occupancy Agreement (and of the truth of the copy such affidavit shall be sufficient evidence) shall be filed in such suit, action or actions, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding.

ARTICLE XIV

Member to Comply with Bylaws and House Rules

Section 14.1 The Member will preserve and promote the cooperative ownership principles on which the Corporation has been founded and will abide by the Articles of Incorporation, Bylaws and House Rules. The Corporation will deliver a copy of its House Rules to the Member or will promulgate them in such a manner as to constitute adequate notice.

ARTICLE XV

Effect of Fire Loss on Interests of Members; Waiver of Subrogation

Section 15.1 In the event of loss or damage by fire or other casualty to the Dwelling Unit and/or the Property, the Board of Directors of the Corporation will act in accordance with the Bylaws. Cooperative Fees will abate wholly or partially, as determined by the Board of Directors of the Corporation, until the Dwelling Unit has been restored; however, if the Corporation determines, in accordance with the Bylaws, not to restore the Dwelling Unit, the Cooperative Fees will cease from the date of such loss or damage.

Section 15.2 Neither the Corporation nor the Member will be liable to the other for loss or damage caused by any risk covered by insurance as required in this Occupancy Agreement or in the Bylaws.

ARTICLE XVI

Inspection of Dwelling Unit

Section 16.1 Member agrees that the representatives of the Managing Agent of the Corporation, the officers of the Corporation and, with the approval of the Corporation, the employees of any contractor, utility company, governmental authority, lenders or potential lenders to the Corporation, or others, will have the right to enter the Dwelling Unit and make inspections thereof at any reasonable hour of the day with three (3) hours prior notice and at any time without notice if in an emergency. Member shall provide the Corporation with, and the Corporation shall safeguard, the current key(s) necessary to gain entry into the Dwelling Unit to permit entry for lawful purposes in an emergency.

ARTICLE XVII

Termination

Section 17.1 Termination of Occupancy Agreement by Corporation. If upon, or at any time after, the happening of any of the events described in this Article XVII, the Corporation gives to the Member and the Share Lender (if the Corporation has been duly notified of the Share Lender's security interest in or lien on the Shares and/or the Occupancy Agreement), at least thirty (30) days written notice stating that the Occupancy Agreement will expire on the date fixed in such notice, all right, title and interest of the Member hereunder will fully cease and expire. On or after said expiration date, the Corporation will have the right to enter the Dwelling Unit and to remove all occupants and Member's improvements and personal property, either by summary proceedings or by any suitable action or proceeding at law or in equity, or by force or otherwise, and to take possession of the Dwelling Unit in its former state as if this Occupancy Agreement had not been made, and no liability whatsoever will attach to the Corporation by reason of the exercise of these rights, if:

Section 17.1.1 At any time the Corporation determines, as provided in the Bylaws, upon the affirmative vote of a majority of its full Board of Directors and the affirmative vote or written consent of at least sixty-seven (67%) of the votes entitled to be cast by the Members of the Corporation, to terminate all Occupancy Agreements; or

Section 17.1.2 At any time the Property or a substantial part thereof is taken by condemnation proceedings. The determination of whether a substantial part of the Property has been taken will be made by the Board of Directors; or

Section 17.1.3 Member is in default of this Occupancy Agreement.

Upon termination of this Occupancy Agreement under sections 17.1.1 or 17.1.2 of this Article XVII, Member will surrender this Occupancy Agreement to the Corporation together with his or her certificate for Shares of stock of the Corporation.

Upon termination of this Occupancy Agreement under Article XIII or Section 17.1.3, if the Shares and this Occupancy Agreement are not held as collateral for a Share Loan by a Share Lender, the Member will surrender this Occupancy Agreement to the Corporation together with his or her certificate for Shares of stock of the Corporation. Whether or not said certificate is surrendered, the Corporation may sell the Shares of stock represented thereby and enter into a new Occupancy Agreement relating to the Dwelling Unit to a new Member for the account of the Member, after satisfaction or assumption by the new Member of any indebtedness secured by any First Share Lien thereon. If said certificate is not surrendered prior to such sale to a new Member, it will be automatically canceled and the Corporation may issue a substitute certificate to the new Member in the name of the new Member, provided, however, that if the Corporation has been duly notified that said Shares and this Occupancy Agreement have been pledged or assigned to a Share Lender in the manner permitted by the Bylaws, the Corporation may obtain from said Share Lender the original share certificate and duplicate original of this Occupancy Agreement, cancel the same and issue a new share certificate and new Occupancy Agreement naming the Corporation as the owner and occupant, respectively, which shall continue to secure the indebtedness owed to the Share Lender by the former Member of the Corporation. If Member's Shares and Occupancy Agreement are held by a Share Lender as collateral for a Share Loan, the Corporation and the Share Lender will cooperate in the disposition of the Shares. The Member will continue to remain liable for payment of all monthly Cooperative Fees and Special Charges which accrue until the closing of the purchase of the Shares and execution of the Occupancy Agreement by the new Member and shall pay all such amounts promptly, when due. No suit brought to recover any such amount or amounts will prejudice the right of the Corporation to recover any amounts subsequently coming due hereunder. The proceeds received from the sale of such Shares will be applied toward the payment of the former Member's unpaid accrued obligations hereunder to the extent of Member's unpaid pro rata share of prior and current years' real estate taxes and special assessments, then toward the payment of the indebtedness owed to any Share Lender who held the stock as security, including costs, attorneys fees and expenses of the former Member, then to the payment of the former Member's remaining accrued obligations hereunder, including interest, court costs, the reasonable fees of attorneys of the Corporation and other such expenses incurred by the Corporation. if the proceeds of such transaction are sufficient to pay such indebtedness of the Member and the expenses of the Corporation, any surplus will be paid to the Member. If such proceeds are insufficient, the Member will remain liable for the balance of the indebtedness and expenses of the Lender and the Corporation.

Section 17.2 Termination of Occupancy Agreement by Member. The Member may terminate this Occupancy Agreement as of the last day of any month of the term hereof ("Termination Date") upon full compliance with the following conditions precedent thereto:

Section 17.2.1 Written notice of the Member's election to terminate has been given to the Corporation at least three (3) months prior to the Termination Date;

Section 17.2.2 On or before the Termination Date:

(a) The Member's Shares duly endorsed in blank and the duplicate original of this Occupancy Agreement have been deposited with the Corporation;

(b) The Share Lender has irrevocably delivered to the Corporation documents, in form and content fully satisfactory to the Corporation, forever releasing the Share Lender's First Share Lien;

(c) The Member has met all his obligations and paid all amounts due or to become due under this Occupancy Agreement, the Bylaws and the House Rules up to the Termination Date; and

(d) All occupants have vacated the Member's Dwelling Unit, leaving same in the condition required by this Occupancy Agreement, the Bylaws and the House Rules.

Section 17.3 Termination of Occupancy Agreement By Corporation on Behalf of Share Lender. In the event that the Member has pledged this Occupancy Agreement to a Share Lender as security for a Share Loan in accordance with the applicable provisions of the Bylaws and provided that the Share Lender has fully complied with the provisions of the Bylaws regarding First Share Lien Notification, the Corporation will:

Section 17.3.1 Exercise the right of termination granted unto the Corporation herein if the Share Lender (a) gives written notice to it that the Member has defaulted under his Share Loan with the Share Lender, (b) requests the Corporation to so exercise said rights, and (c) delivers to the Corporation an assumption and indemnity agreement assuming all obligations of Member hereunder and otherwise in form and content satisfactory to the Corporation and its counsel with respect to the matters described in Section 17. 3. 2.

Section 17.3.2. The Corporation will be entitled to commence summary proceedings against the Member if, after the exercise of the Corporation's right of termination, the Member fails to vacate his Dwelling Unit, and thereafter take all steps and do, as may be permitted by law, all acts required in order to remove the Member and all other occupants of his Dwelling Unit from possession, all of which will be done at the Share Lender's sole cost and expense; and the Share Lender indemnifies and holds harmless the Corporation from and against any and all claims, suits, actions and/or causes of action, damages and expenses, including the reasonable fees of attorneys for the Corporation, made or asserted by the Member, his heirs, successors of assigns, in connection with the Corporation exercising the right of termination, and/or commencing summary proceedings, and/or taking any action or steps in

accordance with the provisions hereof. If the Corporation fails to exercise its right to terminate, and/or to commence summary proceedings, and/or take any of the acts or steps required to be taken pursuant hereto, then, and in that event, the Corporation will execute and deliver to the Share Lender a power of attorney, coupled with an interest, to act in the name of the Corporation in any of the ways provided for herein, all of which will be done at the Share Lender's sole cost and expense. If the Corporation fails to execute and deliver such power of attorney within five (5) business days after demand, then and in that event, such power of attorney may be executed by the Share Lender on behalf of and as an agent for the Corporation.

ARTICLE XVIII

Oral Representation Not Binding

Section 18.1 No representation other than those contained in this Occupancy Agreement, the Articles of Incorporation, the Bylaws and the House Rules of the Corporation will be binding upon the parties hereto.

ARTICLE XIX

Severability

Section 19.1 In the event any of the provisions of this Occupancy Agreement are found to be invalid or otherwise ineffective, the other provisions of this Occupancy Agreement will remain in full force and effect.

ARTICLE XX

Indemnification

Section 20.1 Member Indemnifies Corporation. The Member will at all times during the term of this Occupancy Agreement defend, indemnify and save harmless the Corporation from every and all loss, cost and liability whatsoever which may arise from or be claimed against the Corporation by any person or persons or any claimant for any injuries to person or property or damage of whatsoever kind or character where the injury or damage arises from the use and occupancy of the Dwelling Unit by the Member, or those holding under the Member, or arising either wholly or in part from any act or omission of the Member or of any member of the family of the Member, or of any guest, invitee, Sublessee or other person or persons claiming through or under the Member, and any sums so expended or incurred by the

Corporation together with all its costs, expenses and reasonable attorneys' fees in connection therewith are hereby agreed to be a Special Charge hereunder due and payable upon demand.

ARTICLE XXI

Notices

Section 21.1 Whenever the provisions of law, this Occupancy Agreement or the Bylaws require notice to be given to either party hereto, any notice to the Member will be deemed to have been duly given and any demand by the Corporation upon the Member will be deemed to have been duly made, if the same is delivered to the Member at the Dwelling Unit or the Member's last known address; and any notice or demand by the Member to the Corporation will be deemed to have been duly given if delivered to any Managing Agent, with a copy to the President of the Corporation. Such notice may also be given by depositing same in the United States mails, postage prepaid and sent by certified mail, addressed to the Member as shown on the books of the Managing Agent or Secretary of the Corporation as the case may be. Three (3) business days after the date such notice has been postmarked shall be deemed to be the date of giving such notice. As used herein, the term "business days" shall mean any day that is not a Saturday, Sunday or federal or state holiday.

ARTICLE XXII

Miscellaneous

Section 22.1 It is agreed that the failure of the Corporation to insist in any one or more instances upon a strict performance of any of the covenants of this Occupancy Agreement or to exercise any option herein contained or the waiver of any covenant, will not be construed as a waiver of any succeeding breach of such covenant or a relinquishment for the future of such option, but the same will continue and remain in full force and effect. The receipt by the Corporation of any payment from the Member or from any Sublessee to be applied toward the payments due to the Corporation with or without knowledge of the breach of any covenant hereof, or the giving or making of any notice or demand, whether according to any statutory provision or note, or any act or series of acts after each breach will not be deemed a waiver of such breach and none of the covenants herein contained will be waived, modified or forfeited by any act of any collector, employee or agent of the Corporation or in any other manner except by the action of the Corporation in writing.

Section 22.2 It is agreed that the Corporation may pursue any of its remedies in this Occupancy Agreement provided, or which may be allowed at law or in equity, either separately or concurrently and that any and all of its rights and remedies are cumulative and not alternative and will not be exhausted by the exercise thereof, on one or more occasions. It is also covenanted and agreed by the Member that after the

service of notice or the commencement of suit, or after final judgment for the possession of the Dwelling Unit, the Corporation may collect and receive any Cooperative Fees or Special Charges then due and the payment of same shall not waive nor affect such notice, suit, judgment or any other right of the Corporation.

Section 22.3 This Occupancy Agreement, including all exhibits, if any, attached hereto and all the documents referred to herein, or to be executed pursuant hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and no prior or contemporaneous written or oral representations, warranties, covenants, agreements, or, undertakings not contained or referred to herein shall be of any force or effect.

Section 22.4 Each Occupancy Agreement made by the Corporation will be substantially in the form of this Occupancy Agreement, except with respect to the statement as to the number of square feet of the Dwelling Unit, the identification of that Dwelling Unit and the date of the commencement of the term, unless a variation of any one Occupancy Agreement is both authorized by a majority of the votes entitled to be cast by Members and by an instrument executed by the Board and the affected Member. The form of future Occupancy Agreements may be changed by a majority vote of the Board or by the approval of a majority of votes entitled to be cast by Members. Approval by Members as provided for herein shall be exercised by written consent or by an affirmative vote in a meeting called for such purpose.

Section 22.5 Time is of the essence of this Occupancy Agreement. In the Computation of any period of time provided in this Occupancy Agreement, if the last day of the applicable period falls on Saturday, Sunday, or federal or state holiday, such period will be deemed to expire on the next day that is not a Saturday, Sunday or federal or state holiday.

Section 22.6 Section headings are for convenience of reference only and will not be deemed to be part of this Occupancy Agreement nor to expand, limit or in any manner define the terms of this Occupancy Agreement.

Section 22.7 Wherever used in this Occupancy Agreement, the masculine, feminine or neuter of any pronoun will be deemed to include the other genders unless the context otherwise requires and the singular or plural of any noun or pronoun shall be deemed to include the other unless the context otherwise requires. If more than one person is named as Member herein, each person will be jointly and severally liable for all obligations hereunder.

Section 22.8 Subject to the provisions of Article XIII and XVII hereof, this Occupancy Agreement will be binding upon and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

Section 22.9 This Occupancy Agreement will be governed in all respects by the laws of the Commonwealth of Pennsylvania.

Section 22.10 In the event of a conflict between the provisions of this Occupancy Agreement and the provisions of the Bylaws, the provisions of the Bylaws will control.

IN WITNESS WHEREOF, the parties hereto have caused this Occupancy Agreement to be signed and sealed the day and year first above written.

ATTEST:

LINDEN PLACE CORPORATION

Secretary

By: _____
President

WITNESS:

MEMBER

Jointly and Severally

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) ss:

On this, the ____ day of _____, 2001, before me the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the President of Linden Place Corporation, a Pennsylvania nonprofit corporation, and that he as such President, being authorized to do so, executed the foregoing Occupancy Agreement for the purpose therein contained by signing the name of the Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

(NOTARIAL SEAL)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) ss:

On this, the ____ day of _____, 2001, before me the undersigned officer, personally appeared _____ known to be (or satisfactorily proven) to be the person(s) whose name(s) (is) (are) subscribed to the foregoing instrument and acknowledged that (he) (she) (they) executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

(NOTARIAL SEAL)

My Commission Expires: