

Alexander's of Rego Residential LLC

March 20, 2014

VIA ELECTRONIC FILING

Hon. Kathleen H. Burgess
Secretary to the Commission
New York State Public Service Commission
3 Empire State Plaza
Albany, NY 12223-1350

Re: Notice of Intent to Submeter Electricity at 61-35 Junction Boulevard, Rego Park, New York 11374, Located in the Territory of Consolidated Edison Company of New York, Inc.

Dear Secretary Burgess:

Alexander's of Rego Residential LLC (the "Owner")¹ owns the above-referenced property (the "Building"). Pursuant to 16 NYCRR § 96.3 (a), the Owner submits this Notice of Intent to Submeter (the "Notice") the 312 new residential rental units in this Building, which is located within the service territory of Consolidated Edison Company of New York, Inc. ("Con Edison").² The expected initial move-in date by tenants is March 2015.

The Building is under construction and is seeking a 421-a real estate tax exemption.³ If such application is approved, all 312 apartments will therefore be rent stabilized and follow the regulations set forth by the New York City Rent Guidelines Board.

As set forth in detail below, the Owner's submetering plan satisfies the requirements of 16 NYCRR Part 96 and is in the public interest and consistent with the provision of safe and adequate electric service to residents. Accordingly, the Owner respectfully requests that the Public Service Commission (the "Commission") approve the Notice.

A. Description of the type of submetering system to be installed:

Triacta 4324 multi-channel meters will be installed in the Building. The Triacta 4324 multi-channel meters measure usage in Current (Irms), Voltage (Vrms), Energy (Wh delivered), Energy (Wh received), R. Energy (VARh delivered), R. Energy (VARh received), and A. Energy (VAh). Other features of this meter include a non-volatile flash memory and liquid crystal display with button scroll. Additionally, the meter monitors

¹ See attached corporate documentation at Exhibit 1.

² The Building includes no commercial units but sits atop an existing commercial condominium.

³ See <http://www.nycrgb.org/html/resources/faq/421a-J51.html>.

and stores an apartment's one-hour interval electric usage and retains 2.4 years of meter data for 20 years. The Triacta meters meet and exceed ANSI C12.1 and C12.16 American National Standards Institute – Code for Electrical Metering.

Remote on-site reading capability is possible through the use of a SquareD Remote Terminal Unit (RTU Model 7650), which is installed in thousands of sites in the New York metropolitan area, Massachusetts, Washington, D.C., and California. The system also features sophisticated self-diagnostics to ensure reliable operation and additional meter data storage in excess of 60 days.⁴

This submetering system is capable of remote service termination to individual units in the event of nonpayment, subject to the Home Energy Fair Practices Act (“HEFPA”).

Finally, the Owner recognizes that all submetering products and ancillary equipment used to monitor electric flow to submetered residents and installed after October 1, 2014, must be approved by the Commission.⁵ The Owner anticipates that the above submetering system will begin to be installed in the Building *prior* to October 1, 2014. To address a possible scenario where installation of the submetering system commences prior to October 1, 2014, but is not completed by that date, the Owner requests that the Commission confirm that installation of this submetering system may be completed beyond the October 1, 2014 deadline regardless of the approval status of the equipment being installed.

B. Description of the methods to be used to calculate bills for individual residents:

The rate calculation to be used is the Con Edison Service Classification SC-1 for direct metered service. Specifically, a resident's kilowatt hour (“kWh”) usage will be multiplied by the Con Edison Service Classification SC-1 rate for a billing period.⁶

The Con Edison Service Classification SC-1 rate is a combination of various items, including, but not limited to:

- Basic Customer Charge: This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.
- kWh Cost: This energy charge is broken down into four separate components – market supply, monthly adjustment, delivery (transmission and distribution).

⁴ See Exhibit 2 for further technical details about the Triacta 4324 multi-channel meter.

⁵ See 16 NYCRR § 96.7 (a) (1); Case 11-M-0710, *In the Matter of Reviewing and Amending the Electric Submetering Regulations, 16 NYCRR Part 96*, Order Granting, in Part, the Joint Petition for a Temporary Waiver of 16 NYCRR §96.7(a)(1) and the Joint Petition for a Temporary Waiver of 16 NYCRR §96.7(b) (issued Nov. 20, 2013).

⁶ See sample bill from SourceOne at Exhibit 3.

- Systems Benefit Charge (“SBC”)/Renewable Portfolio Standard (“RPS”): This is an additional charge per kWh.
- Fuel Adjustment: The sum of Market Supply Charge (“MSC”) and Monthly Adjustment Charge (“MAC”) adjustment factors.
- Utility Tax: The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax.
- Sales Tax: The current New York State (“NYS”) sales tax.

The following is an example of the formula that will be used to derive a resident’s electricity charges based on the current Con Edison Service Classification SC-1 rate and a monthly use of 250 kWh:

Type of Charge	Calculation	Total
Basic Charge		\$YY.YY
kWh	.XXXXXX times 250 kWh	\$YY.YY
Systems Benefit Charge	.XXXXXX times 250 kWh	\$ Y.YY
Fuel Adjustment Charge	.XXXXXX times 250 kWh	\$ Y.YY
Subtotal		\$YY.YY
Utility Tax	.XXXXXX times Subtotal YY.YY	\$ Y.YY
New Subtotal		\$YY.YY
Sales Tax	New Subtotal YY.YY times .045000	\$ T.TT
	New Subtotal YY.YY plus T.TT	\$ZZ.ZZ
Resident Cost		\$ZZ.ZZ

All Con Edison rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading “P.S.C. No. 10 – Electricity.”

In no event will the total rate for a billing period (including any monthly administrative charge) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers.⁷

The Owner or its third-party electric billing company will read the meters and process a bill based on the resident’s actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit.⁸

C. Plan for complying with the provisions of HEFPA:

See the attached HEFPA documents for the Building.⁹

⁷ See 16 NYCRR § 96.1 (i).

⁸ See 16 NYCRR § 96.6 (j).

⁹ See Exhibit 4.

D. Submetering Identification Form:

See the attached completed Submetering Identification Form.¹⁰

E. Description of the method to be used to back out electric charges from rent:

Since this is new construction, this provision is not applicable to the Building.

F. Certification concerning content of leases or agreements governing the premises to be submetered:

The Owner, by the undersigned, hereby certifies that the submetering complaint procedures, HEFPA rights and responsibilities of residents, and a provision stating that submetering refunds will be credited to submetered residents affected by the submeterer's actions that led to such refunds provided that the submeterer has such contact information for such resident shall be included in plain language in all leases or agreements governing the submetered premises.¹¹

G. Proof of service that this Notice was sent to the local utility company:

See the attached proof of service that this Notice was sent by the Owner to Con Edison.¹²

H. Documentation regarding refrigerators in all rental dwelling units:

Since this is new construction, this provision is not applicable to the Building. Nevertheless, for information concerning the refrigerators in the residential apartments, see section I below.

I. Description of the electric energy efficiency measures that have been or will be installed:

The Building will have many energy-efficient features, including:

- Up to 98% efficient condensing boilers
- High-efficiency packaged terminal air conditioner ("PTAC") units with 10.4 EER compared to ASHRAE baseline (9.75 EER)
- Variable frequency drives on hot water pumps to respond to variable heating loads
- Energy efficient lighting—predominantly LED lighting with occupancy sensors and timer switches throughout common areas and corridors
- High-performance solar control, low-E glass
- ENERGY STAR® labeled appliances

¹⁰ See Exhibit 5.

¹¹ See attached lease rider at Exhibit 6.

¹² See Exhibit 7.

All eligible appliances in the residential apartments will be ENERGY STAR® labeled, including the refrigerator/freezer, dishwasher, and clothes washer. The model numbers and specifications of all appliances are as follows:

- Refrigerator: Whirlpool WRT138TFYS
- Dishwasher: Whirlpool WDF510PAYS
- Clothes Washer: Bosch WP24200UC
- Gas Range: Whirlpool WFG510SOAS
- Microwave: Whirlpool WMH31017AD
- Dryer: Bosch Ascenta 4.0

J. Description of information and education programs to residents on how to reduce electric usage:

Upon leasing, residents will be provided with certain energy efficiency/conservation information.¹³

K. Information if 20% or more of the residents receive income-based housing assistance:

This provision is not applicable to the Building.

L. Information if building is an electric heat property:

The Building is not an “electric heat property.”¹⁴ The residential apartments will be heated and cooled by Ice Air 8RSAN PTACs.¹⁵ These PTACs are part of the Building’s hydronic heating system, which delivers hot water to the PTACs from a central boiler in the Building. In turn, the PTACs employ an electrically-powered fan to distribute heat from the PTAC coils to the residential apartments. The temperature for heating and cooling in the residential apartments is controlled with unit-mounted programmable thermostats.

M. Information if building is a conversion from direct metering:

This provision is not applicable to the Building.

N. Other information required by prior Commission Order:

This provision is not applicable to the Building.

In sum, the Owner’s submetering plan satisfies the requirements of 16 NYCRR Part 96 and is in the public interest and consistent with the provision of safe and adequate electric service to residents. Accordingly, the Owner respectfully requests that the Commission approve the Notice.

¹³ See Exhibit 8.

¹⁴ 16 NYCRR § 96.1 (f).

¹⁵ See Exhibit 9 for further details about the Ice Air PTACs.

Thank you in advance for your attention in this matter. Please contact our attorney, John T. McManus of Harris Beach PLLC, at 518.701.2734 or jmcmanus@harrisbeach.com with any questions about this Notice.

Sincerely,

Alexander's of Rego Residential LLC

/s/ Joseph Macnow

Signature

By: Joseph Macnow, Authorized Signatory

Name (printed), Title

Alexander's of Rego Residential LLC

Company Name

Enclosures

cc: John T. McManus, Esq. (*via email only*)

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE

METHOD OF SERVICE FORM

This form should be filed with all new petitions and applications that require action by the Commission. It will allow us to serve you with the Commission decision using the method you select.

Name:	<u>Geoff Smith</u>
Your Company/Organization:	<u>Alexander's of Rego Residential LLC</u>
Mailing Address:	<u>c/o Vornado Realty Trust</u> <u>888 Seventh Avenue</u> <u>New York, NY 10019</u>
Company/Organization you represent, if different from above:	_____
E-Mail Address:	<u>gesmith@vno.com</u>
Case/Matter # (if known)	<u>Not yet assigned</u>

If you consent to receive Commission-issued orders electronically, you will receive all Commission-issued documents electronically. If you do not consent to receive Commission-issued orders electronically, you will receive all Commission-issued documents by mail.

Check the box(es) in A or B, below:

A.

I am authorized by the party I represent to grant consent to receive electronic-only service of Commission-issued orders, AND

I, on behalf of myself or the party I represent, knowingly waive the right specified in Public Service Law §23(1) to be served personally or by mail with orders that affect me or the party I represent and consent to receive service of Commission-issued orders by electronic means only. This consent remains in effect until revoked.

B

I do not consent to receive electronic service and instead request that the DPS mail Commission-issued document(s) to me.

Signature: <u>/s/ Geoff Smith</u>	Date: <u>03/20/14</u>
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Please note that this form applies to this filing only.

To the extent possible, please file this form in .pdf format.

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE
SERVICE LIST & MAIL SERVICE LIST REQUEST FORM

If you wish to subscribe on-line, follow these instructions:

1. Go to this page on our website http://www.dps.ny.gov/DMM_Registration.html
2. Use the link on the page to Create an Account now
3. After the account is created, use the link on the page to Login with your NYS DPS Account
4. Once you are logged in, use the links to "subscribe to a case"

Note: Once you are registered, and wish to add/change subscriptions, go to PSC homepage <http://www.dps.ny.gov>, and click on "Login" in lower left of page.

I wish to be placed on the Service List for Case Number:

Not yet assigned.

Case Title (short reference sufficient):

Notice of Intent to Submeter Electricity at 61-35 Junction Boulevard, Rego Park, New York 11374, Located in the Territory of Consolidated Edison Company of New York, Inc.

Name:	<u>John T. McManus</u>
Title:	<u>Attorney</u>
Company/Organization Name, If applicable:	<u>Harris Beach PLLC</u>
Representing Company/Organization/District, if applicable:	<u>Alexander's of Rego Residential LLC</u>
Representing Self:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Mailing Address:	<u>677 Broadway, Suite 1101</u> <u>Albany, NY 12207</u>
Telephone Number:	<u>518-701-2734</u>
E-mail Address:	<u>jmcmamus@harrisbeach.com</u>
Does your company have a regulatory mailbox for use to receive documents issued by the Secretary?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, please specify the e-mail to be used:	_____

SERVICE OF DOCUMENTS:

- By providing your e-mail address, you are consenting to receive documents by e-mail only and you will be sent the issued document(s) immediately by e-mail and you will not receive paper copies. Please e-mail this form to secretary@dps.ny.gov
- See below for provisions for those who cannot accept e-mail service

I do not have the ability to receive or send document(s) electronically and, therefore, wish that the DPS mail Commission-issued documents to me.	<input checked="" type="checkbox"/> No
Signature: <u>/s/John T. McManus</u>	Date: <u>03/20/2014</u>

- If you are requesting mail service only, please mail this form to the Secretary, NYS Public Service Commission, Three Empire State Plaza, Albany, NY 12223-1350.

EXHIBIT LIST

1. Exhibit 1: Corporate Documentation
2. Exhibit 2: Specifications Regarding Submeter Features
3. Exhibit 3: Sample Electric Bill
4. Exhibit 4: HEFPA Documents
 - Notification of Rights and Procedures
 - Special Protections Registration Form
 - Procedure to Pursue Collection of Utility Charges, including:
 - Deferred Billing Agreement Option Offer Letter
 - Deferred Payment Agreement Appointment Letter and Confidential Deferred Payment Agreement Worksheet (a/k/a Asset Evaluation Form)
 - Deferred Payment Agreement
 - Past Due Reminder Notice
 - Notice to Social Services
 - Budget Billing Plan
 - Quarterly Billing Agreement
 - Failure To Make Payment Notice
 - Final Termination Notice
5. Exhibit 5: Submetering Identification Form
6. Exhibit 6: Draft Lease and Lease Rider
7. Exhibit 7: Transmittal Letter to Con Ed of Notice of Intent to Submeter the Building
8. Exhibit 8: Energy Efficiency/Conservation Information
9. Exhibit 9: Specifications Regarding Packaged Terminal Air Conditioner Features

ADDITIONAL DOCUMENTS

1. Notice of Intent
2. Method of Service Form
3. Service List Form

EXHIBIT 1

**State of New York
Department of State } ss:**

I hereby certify, that ALEXANDERS OF REGO RESIDENTIAL LLC a DELAWARE Limited Liability Company filed an Application for Authority pursuant to the Limited Liability Company Law on 02/11/2013. I further certify that so far as shown by the records of this Department, such Limited Liability Company is still authorized to do business in the State of New York.

A Certificate of Amendment ALEXANDERS OF REGO RESIDENTIAL LLC, changing its name to ALEXANDER'S OF REGO RESIDENTIAL LLC, was filed 03/11/2014.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 11th day of March
two thousand and fourteen.*

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Delaware

PAGE 1

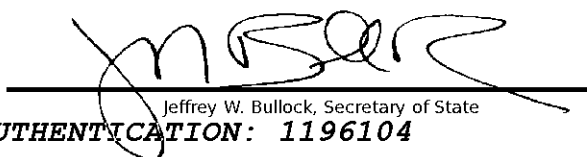
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CORRECTION OF "ALEXANDERS OF REGO RESIDENTIAL LLC", CHANGING ITS NAME FROM "ALEXANDERS OF REGO RESIDENTIAL LLC" TO "ALEXANDER'S OF REGO RESIDENTIAL LLC", FILED IN THIS OFFICE ON THE TENTH DAY OF MARCH, A.D. 2014, AT 4:14 O'CLOCK P.M.

5285913 8100

140310803




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1196104

DATE: 03-11-14

LIMITED LIABILITY COMPANY
CERTIFICATE OF CORRECTION
FILED TO CORRECT A CERTAIN ERROR ON THE
CERTIFICATE OF FORMATION
OF
ALEXANDERS OF REGO RESIDENTIAL LLC

FILED IN THE OFFICE OF THE SECRETARY OF STATE
OF DELAWARE ON FEBRUARY 7, 2013

1. The name of the limited liability company is:

ALEXANDERS OF REGO RESIDENTIAL LLC
2. A Certificate of Formation was filed with the Secretary of State of Delaware on February 7, 2013 (the "Certificate") that requires correction permitted by Section 18-211 of the Delaware Limited Liability Act.
3. The inaccuracy or defect of the Certificate to be corrected is as follows: name of the entity was incorrectly reported as ALEXANDERS OF REGO RESIDENTIAL LLC instead of ALEXANDER'S OF REGO RESIDENTIAL LLC.
4. After the correction mentioned in number 3 above, the name of the limited liability company shall be ALEXANDER'S OF REGO RESIDENTIAL LLC.

Dated: March 10, 2014

By: /s/ Alan J. Rice
Authorized Person

EXHIBIT 2

PowerHawk® Smart Meters

4000 Series Energy Management Meters

Triacta's PowerHawk® 4000 series of smart energy meters and monitors can be used on their own or seamlessly integrated with existing Building Automation Systems, Internet Protocol (IP) based IT servers, and business applications such as Energy Management Systems.

Triacta meters are built using standard industry protocols and ship with field upgradable firmware — making the 4000 series a future-proof solution that will perform for years to come. Reliable, full-featured, and fully networkable, PowerHawk meters can be quickly installed for both new construction and retrofits.

PowerHawk 4X06 Multi-point Meter

The PowerHawk® 4X06 is designed to meter or monitor branch offices, remote loads, and other low density applications that need to integrate with building automation systems. The 4X06 provides six meter elements that can be configured to any combination of 1 phase, 2 phase, or 3 phase meters or monitors.

PowerHawk 4X24 High Density Meter

The PowerHawk® 4X24 is a high density energy management meter designed for multi-tenant buildings, medium-sized retail and institutional spaces, or any high density applications that need to integrate with building automation systems. The PowerHawk 4X24 meter provides twenty-four meter elements that can be configured to any combination of 1 phase, 2 phase, or 3 phase meters or monitors.

- ✓ Fast installation for new construction or retrofits with maintenance free design
- ✓ Measures Wh delivered & received, VARh delivered & received, VAh, Vrms, Irms
- ✓ Building Automation Protocols Built-in: MODBUS® TCP, MODBUS RTU over RS-485 and BACnet® IP
- ✓ Internet Protocol: TCP/IP, DHCP, HTTP, PPP, SNMP, FTP
- ✓ Datalogging: Non-volatile flash memory unaffected by power outages, stores up to 2.4 years of interval data
- ✓ Field upgradable firmware for future protocol support



PowerHawk 4000 Series Meter Features

PowerHawk 4000 Series Meter Features

- Measures Current (Irms), Voltage (Vrms), Energy (Wh delivered), Energy (Wh received), R. Energy (VARh delivered), R. Energy (VARh received), A. Energy (VAh)
- 2 Pulse inputs to collect data from electric, water and/or gas meters
- Multiple Communications Ports: Ethernet, RS-232, RS-485
- Building Automation protocols: MODBUS® TCP, BACnet®/IP
- Push reporting to an Energy Management System such as Triata's PowerHawk Manager
- Remotely configurable
- Interval and Net Metering

Metering Elements

4X06 Meters

- Electronic solid state device provide up to 6 single phase meters, 3 two phase or 2 three phase meters

4X24 Meters

- Electronic solid state device provide up to 24 single phase meters, 12 two phase or 8 three phase meters

Current Output

4X06 Meters

- 4106 supports 100mA CTs
- 4206 supports split-core 333 mV CT's
- 4306 supports 80 mA output CTs

4X24 Meters

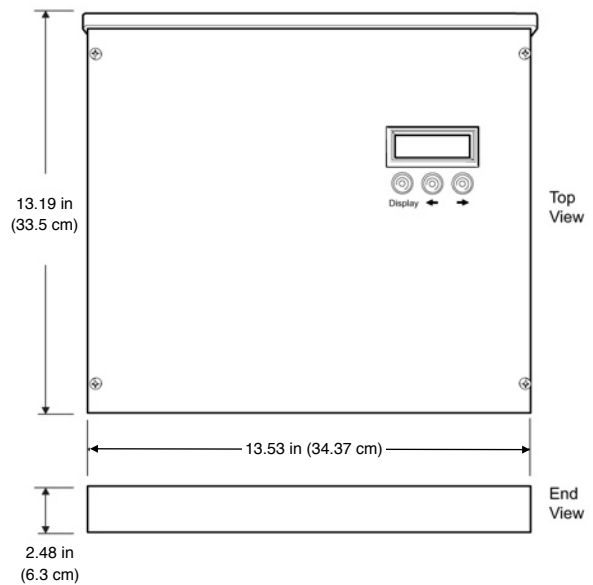
- 4124 supports 100mA CTs
- 4224 supports split-core 333 mV CT's
- 4324 supports 80 mA output CTs

Communications Interfaces

- Single 10/100BASE-T Ethernet Port
- **TCP/IP:** HTTP, FTP, PPP, SNMP, DHCP
- **Building Automation:** MODBUS®-TCP, MODBUS-RTU over RS-485, BACnet® IP
- Communications Header accommodates Wireless Communications Module

Meter Specifications

- Voltage: 120/208V, 120/240V, 240/416V, 277/480V (Higher voltage supported with potential transformers)
- Voltage Tolerance: +/- 10%
- 50Hz and 60Hz models
- Service Type: Single, Poly & 3-Phase + Neutral
- Accuracy: ANSI C12.20 0.5 Accuracy Class
- Measurements: Wh delivered & Received, VARh delivered and received, VAh, Vrms, Irms
- Logged Interval: 5 to 60 minutes
- Operating Temperature: -40 to 70°C
- Operating Humidity: 0 to 90% non-condensing
- For indoor use only; NEMA4 cabinet available for outdoor applications
- Maximum Altitude: 3000m
- Pollution Degree: 2



Regulatory Approvals

- **Safety:** TUV and UL certified to IEC/EA/UL/CSA - 61010-1
2nd Edition CSA-C22.2 No. 61010-1-04
- **Emissions (EMC):** FCC Part 15 Class A, ICES-003, IEC6100-4-5
- Surge power/telephone lines: ANSI/TIA968-A: 2002
- **Accuracy & Billing:** ANSI/C12.20 0.5 Class

Reporting Capabilities

Datalogging and Format

- Interval config (5 to 60 min)
- Data storage (up to 2.4 years)
- CSV/TR3 file (via FTP push)

AMR Functionality

- PowerHawk Manager AMR
 - Scheduled push reporting (FTP)
 - Config report schedule (hr, day)
 - Data polling (Modbus, BACnet)
 - Real-time data viewing (e.g. HTTP)
-
- On-Board Display: Liquid Crystal with button scroll
 - Pulse Inputs: two pulse in terminal blocks (2 wire) compatible with dry form A and solid state form A contacts
 - On-Board Memory: Non-volatile flash memory is unaffected by power outages; holds up to 2.4 years of meter data (1 hour intervals) for 20 years
 - On-Board real-time clock with battery back-up (holds time up to 10 years)

Meter Configuration and Resource Management

Every Triacta meter comes complete with meter and resource management software — everything you need to create and manage your metering infrastructure.

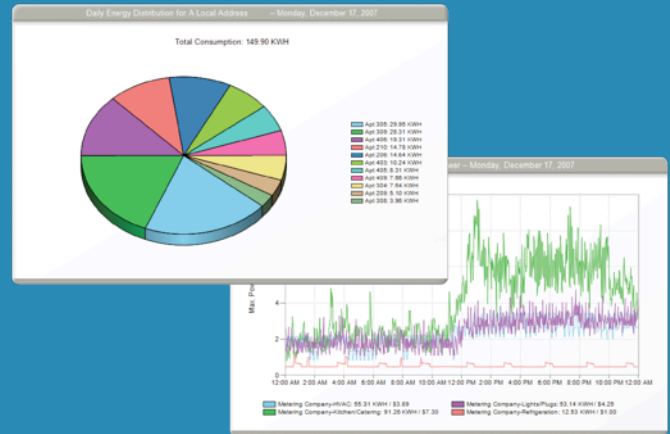
Meter Management

PowerHawk meters can be programmed on site or remotely. Configuration and management is simple and straightforward. On-site programming can be performed from a PC-based configuration tool. Alternatively, connecting a meter to the Internet can immediately download a pre-programmed meter configuration from Triacta's PowerHawk Manager platform. The latter approach streamlines multiple meter deployments — reducing installation time dramatically.

Once configured, an extensive set of meter management tools in PowerHawk Manager allow operators to monitor meter operation and receive notification of extraordinary events to ensure the integrity of energy information.

Resource Management

PowerHawk® Manager is a complete Metered Resource Management System (energy, water, gas and monetizable derivatives such as Green House Gases) that combines automated data collection, powerful analysis tools and flexible billing capabilities with “cloud-based” software delivery. PowerHawk Manager delivers stakeholders as much or as little information as they need, at the office or remotely — 24/7. And with PowerHawk Manager's live update dashboard, all stakeholders can be kept apprised of critical resource use information in a timely and convenient way, on personal devices or public monitors.



Software as a Service

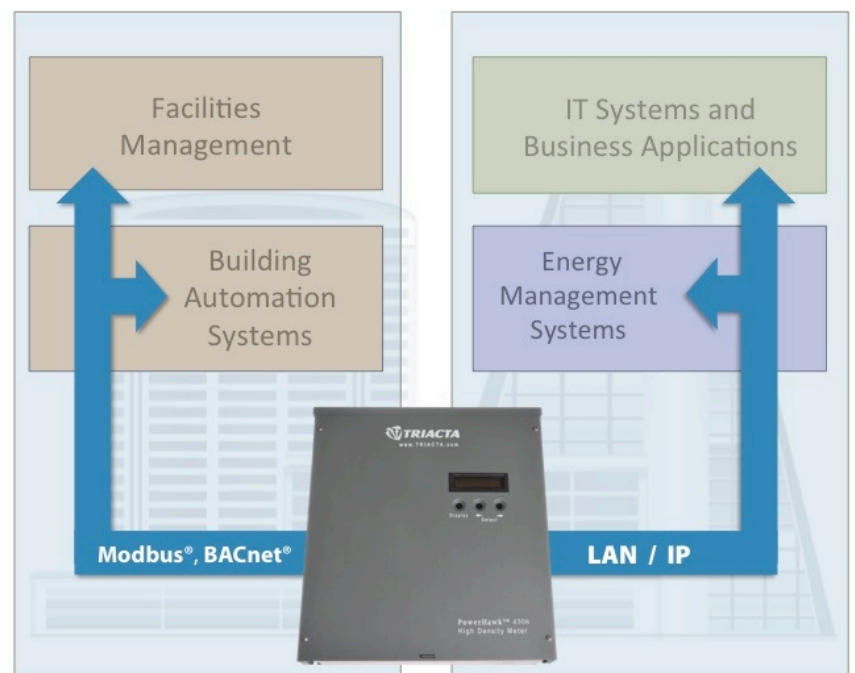
Most multi-tenant metering systems are managed through onsite meter management systems, proprietary gateways, or dedicated server-based applications. Installing these systems presents obstacles to provisioning, accessibility, flexibility, and management. With PowerHawk Manager Software as a Service (SaaS), there are no distracting set-up issues or deployment costs, no software licensing fees, and there's no hardware to buy.

With PowerHawk Manager, any energy stakeholder can distill meaningful information from electricity, gas, water and BTU meters to pinpoint savings opportunities, create an accurate picture of a building's carbon footprint and identify failing equipment and expensive peak demand charges.

Transform Properties into Intelligent Buildings

The 4000 series meter transforms properties into Intelligent Buildings — bridging the energy information gap by making data visible to all stakeholders via Building Automation, Financial, and Energy Management Systems. It accomplishes this by communicating concurrently with Building Automation Systems over Building Automation protocols, and with IT systems over IP. With Triacta meters in place, data that was once only available within facilities management is now also accessible to anyone with the need to know via IP systems and IT.

The PowerHawk 4000 series meter transmits data over MODBUS TCP, MODBUS RTU over RS-485, and BACnet/IP connections to form the metering foundation for Building Automation applications. PowerHawk 4000 meters also incorporate Triacta's advanced IP Push communications technology for communicating metrology and status information to remote servers.



Bridging the Energy Information Gap: Triacta meters seamlessly integrate Building Automation Systems, IT Systems, Business Applications, and Energy Management Systems

PowerHawk 4000 Series Part Matrix

For information related to retail and tiered distributor pricing, please contact your Triacta sales representative.

6 Elements (CTs)					
CT Type	Accuracy	Control Voltage	Notes	Product	Part No.
100mA	+/- 0.5% resolution	120V 60Hz	<ul style="list-style-type: none"> BACnet® IP, MODBUS® TCP, MODBUS-RTU over RS-485 	PowerHawk 4106/120-60	900-142-01
		240 60Hz		PowerHawk 4106/240-60	900-142-02
		230V 50Hz		PowerHawk 4106/230-50	900-142-03
		277V 60Hz		PowerHawk 4106/277-60	900-142-05
333mV	+/- 1% to 1.5%	120V 60Hz	<ul style="list-style-type: none"> No V.90 Modem 	PowerHawk 4206/120-60	900-136-01
240 60Hz		<ul style="list-style-type: none"> Not Sealable 	PowerHawk 4206/240-60	900-136-02	
230V 50Hz		<ul style="list-style-type: none"> For 5A applications combine with 5A/80mA converters 	PowerHawk 4206/230-60	900-136-03	
277V 60Hz			PowerHawk 4206/277-60	900-136-05	
80mA	+/- 0.5% resolution	120V 60Hz	<ul style="list-style-type: none"> All reference voltages are 100V-300V 	PowerHawk 4306/120-60	900-137-01
240 60Hz		PowerHawk 4306/240-60		900-137-02	
230V 50Hz		PowerHawk 4306/230-50		900-137-03	
277V 60Hz		PowerHawk 4306/277-60		900-137-05	

24 Elements (CTs)					
CT Type	Accuracy	Control Voltage	Notes	Product	Part No.
100mA	+/- 0.5% resolution	120V 60Hz	<ul style="list-style-type: none"> BACnet® IP, MODBUS® TCP, MODBUS-RTU over RS-485 	PowerHawk 4124/120-60	900-143-01
		240 60Hz		PowerHawk 4124/240-60	900-143-02
		230V 50Hz		PowerHawk 4124/230-50	900-143-03
		277V 60Hz		PowerHawk 4124/277-60	900-143-05
333mV	+/- 1% to 1.5%	120V 60Hz	<ul style="list-style-type: none"> No V.90 Modem Not Sealable For 5A applications combine with 5A/80mA converters 	PowerHawk 4224/120-60	900-138-01
		240 60Hz		PowerHawk 4224/240-60	900-138-02
		230V 50Hz		PowerHawk 4224/230-50	900-138-03
		277V 60Hz		PowerHawk 4224/277-60	900-138-05
80mA	+/- 0.5% resolution	120V 60Hz	<ul style="list-style-type: none"> All reference voltages are 100V-300V 	PowerHawk 4324/120-60	900-139-01
240 60Hz		PowerHawk 4324/240-60		900-139-02	
230V 50Hz		PowerHawk 4324/230-50		900-139-03	
277V 60Hz		PowerHawk 4324/277-60		900-139-05	

About Triacta

Triacta Power Technologies designs and manufactures high-end, revenue grade energy management meters for multi-unit commercial, institutional and residential applications. Every Triacta meter comes complete with software that combines meter management, automated data collection, powerful analysis tools and flexible billing capabilities — everything you need to create and manage your metering infrastructure.

Triacta's hardware and software make it possible to monitor hundreds of meter points within a facility in real-time. Triacta's meters can be integrated with existing building management and automation systems or used on their own to form a metering fabric for part of a building, an entire building, or a complete real estate portfolio.

Triacta is currently deploying its 5th generation of electric sub-metering devices with over 100,000 active meter points serving a multitude of metering applications in the commercial, residential, institutional, government and industrial sectors.

Long known for its high-reliability, revenue-grade, multi-protocol submetering products, Triacta's meters have been deployed by submetering companies, property owners, building system integrators, and Local Distribution Companies since 2003.

More Information

For more information about Triacta's Intelligent Building submetering solutions, visit www.triacta.com, email info@triacta.com, or call 1-877-797-4295, 1-613-256-2868 or in the U.S. 1-214-296-2142



© 2012 Triacta Power Technologies Inc. PowerHawk is a registered trademark of Triacta Power Technologies Inc. All other product names are trademarks of their respective companies and associations.

EXHIBIT 3

ALEXANDER'S OF REGO RESIDENTIAL LLC

Electric Charge

Prepared by SourceOne Inc.

Account Number :	N0019007A
Invoice Number :	EL.2414.N0019007A

Page 1 of 1

Prepared On: 3/17/2014

Mr. John Doe

Energy/Demand Details			
Service Period	January 15, 2014 - February 14, 2014 (30 Days)		
Service Class:	ConEd SC1 Residential		
Total Energy (kWh)	On-Peak : 0	Off-Peak : 366	Total : 366
Reading Type	Actual		
Daily Usage	12.2 kWh/Day		
Max Demand (kW)	2		Load Factor 51.63%

Charges Detail			
Basic Charge			\$15.76
Energy Charge Kwh	First 250 kWh at Avg Cost of \$0.08907		\$22.27
	Over 250 kWh at Avg Cost of \$0.10238		\$11.88
Systems Benefit Charge	366 Kwh at .0064		\$2.34
Fuel Adjustment Charge	366 Kwh at .000141		\$0.05
	Sub-Total		\$52.30
Utility Tax	2.6316%		\$1.38
	Sub-Total		\$53.67
Sales Tax	8.8375%		\$4.74
	Total New Charge		\$58.42
Adjustment			\$0.00
Total Due			\$58.42

Your Electric use in this period resulted in the release of 17.46 metric tons of carbon equivalent into the atmosphere.

Tenant : N0019007A
Mr. John Doe 61-35 Junction Blvd. Apt. 5A Queens NY 11374

Make Check Payable To
Rose Associates 200 Madison Avenue New York, NY 10016-3912
To avoid a late payment charge, please pay the total amount due by: April 16, 2014
A late payment charge of 1.5% per month, compounded, may be imposed on any unpaid balance of any bill not paid within 20 days of the date payment is due from the original due date to the date of payment.

EXHIBIT 4

NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA") and the order issued by the New York State Public Service Commission on [], in Case []: Notice of Intent to Submeter Electricity at 61-35 Junction Boulevard, Rego Park, New York 11374, Located in the Territory of Consolidated Edison Company of New York, Inc. (the "Submetering Order"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building at 61-35 Junction Boulevard, Rego Park, New York 11374, is a submetered facility. Alexander's of Rego Residential LLC (the "Owner") is the owner of this building. The administration of submetering will be performed by an outside vendor as a third-party billing company under contract with the Owner to invoice residents for their monthly utility usage. Residents will receive monthly bills from the Owner or its third-party billing company for their respective electricity usage, which amounts are payable to the Owner.

If you have any questions/complaints concerning your electricity bill, please contact the Owner through the Management Office by telephone at (212) 210-6626 or by mail at Alexander's of Rego Residential LLC, c/o Rose Associates, 200 Madison Avenue, 5th Floor, New York, New York 10016-3912. The Owner shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by

telephone at (800) 342-3377 or (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

The electricity bills that you receive will show the amount of kilowatt hours (“kWh”) that you used. The bills you receive shall provide, in clear and understandable form and language, the charges for service. In no event will the total monthly charges (including any administrative charges) exceed the utility’s (Consolidated Edison Company of New York, Inc.) direct metered residential rate. The Owner may terminate or disconnect service under certain conditions (*i.e.*, nonpayment of electricity bills) pursuant to HEFPA.

You have the right to request messages on bills and notices in Spanish. To make such a request, contact the Owner. Usted tiene el derecho de solicitar informacion en facturas e informativos en Espanol. Para solicitar informacion en Espanol, por favor contacte a un representante marcando.

You may request balanced billing for the payment of electricity charges. This plan shall be designed to reduce fluctuations in customer bills due to seasonal patterns of consumption. Balanced billing divides your electricity costs into twelve (12) equal monthly payments. Periodically, the Owner will review and adjust the balanced billing amount as necessary. At the end of one (1) year, you shall be responsible to pay for any electricity costs in excess of your balanced billing amount paid. You may contact the Owner to discuss the details of this plan, if you are interested.

Your meter is read because it measures and records the actual amount of electricity you use; this enables an accurate bill to be sent to you. Making sure your electricity bills are accurate and correct is important to the Owner and to you. That is why every effort is made to read your meter regularly.

You may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (*see* P.S.C. No. 10 – Electricity, Leaf No. 388). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Food Stamps, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert the Owner by telephone or in writing and we will work with you.

If you are having difficulty paying your electricity bill, please contact the Owner by telephone or in writing in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. A deferred payment agreement is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the submeterer and customer. If you can show financial need, the Owner can work with you to determine the length of the agreement and the amount of each monthly payment. You may not have to make a down payment, and installment payments may be as little as \$10.00 per month. The Owner will make reasonable efforts to help you find a way to pay your bill.

Regardless of your payment history relating to your electricity bills, your electricity service will be continued if your health or safety or the health or safety of someone living with you is threatened. When the Owner becomes aware of such hardship, the Owner can refer you to the Department of Social Services. Please notify the Owner if either of the following conditions exists:

- (a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health.

(b) Life Support Equipment. You and/or those living with you suffer from a medical condition requiring electricity service to operate a life-sustaining device. You must provide a medical certificate from a doctor or local board of health.

Special protections may be available if you and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled. To ensure that you receive all of the protections for which you are eligible, please contact the Owner and identify yourself.

You can also designate a third party as an additional contact to receive notices of past due balances. Every submeterer shall permit a residential customer to designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. The submeterer shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The submeterer shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party. If you are interested in Voluntary Third-Party Notice, notify the Owner with the party's contact information and written agreement of the third party to receive copies of all notifications relating to disconnection of service or other credit actions sent to you.

Please review the attached "Special Protections Registration Form" relating to some of the rights discussed above. Although you are not required to do so, it is requested that you please fill it out if you qualify for any special protection described on the form. You may return the completed form to the Owner.

**SPECIAL PROTECTIONS
REGISTRATION FORM**

Please complete this form if any of the following applies. Return this form to:

**Alexander's of Rego Residential LLC
c/o Rose Associates
200 Madison Avenue, 5th Floor
New York, New York 10016-3912**

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name

Address Apartment

Town/City Zip

Telephone # Daytime Evening

Account Number (as shown on bill)

I would like to be considered for Special Protections.

In my household (Check):

- Unit occupant is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or under 18 years of age.
- Unit occupant is blind (Legally or Medically)
- Unit occupant has a permanent disability
- Unit occupant has a Medical Hardship (type):

- Unit occupant has a Life Support Hardship (type):

I receive government assistance.

- I receive Public Assistance (PA). My case number is:

-
- I receive Supplemental Security Income (SSI). Note: SSI benefits are not the same as Social Security Retirement Benefits. My Social Security Number (optional) is:

Please send me more information about:

- Balanced billing

To Be Completed by Third Party

Please let me know if this customer's bill is overdue. As a "caregiver," I understand that I am not responsible for payment of this bill.

Caregiver/Agency

Address

Apartment

Town/City

Zip

Telephone # Daytime

Evening

Designee Signature

PROCEDURE TO PURSUE COLLECTION OF UTILITY CHARGES

Step 1: Receive Master Utility Invoice

The Owner or its third-party billing company (the “Owner”) shall process the master invoice received from the utility (*e.g.*, Consolidated Edison Company of New York, Inc.) and note the date it was received.

Step 2: Mail Utility Bill to Residents

Within thirty (30) days after receipt of the master utility invoice, the Owner shall calculate and mail a submetered utility bill to each resident with the due date clearly noted. The due date for payment by each resident shall be thirty (30) days after the date of the mailing of the resident’s utility bill.

Step 3: Identify Past Due Accounts

After the due date of the submetered utility bill, the Owner will review and identify all past due utility accounts. The Owner may contact each resident with a past due utility account by phone, mail, or in-person to offer such resident the option to enter into a Deferred Payment Agreement. The Owner will provide the following document to each such resident: *Deferred Billing Agreement Option Form*.

Step 4: Negotiation of Deferred Payment Agreement

If a resident expresses interest in and is eligible for a Deferred Payment Agreement, the Owner must enter into good faith negotiations with the person regarding the terms of a Deferred Payment Agreement. A meeting between the Owner and the resident will be timely scheduled to review the resident’s income, assets and monthly financial obligations for the purpose of determining an equitable and fair payment agreement considering the resident’s financial circumstances. To that end, a *Deferred Payment Agreement Appointment Letter* will be hand-delivered and/or mailed to the resident. The contents of that letter will include:

- Appointment date and time.
- A listing of all information that must be provided during the meeting.
- A copy of the *Deferred Payment Agreement Worksheet* that will be used to determine the monthly amount that will be paid under the Deferred Payment Agreement. It is important to remember that the *Deferred Payment Agreement Worksheet* is NOT the Deferred Payment Agreement.

During the meeting, the Owner and the resident will:

- Review the resident’s income, assets and reasonable monthly expenses.
- Complete the *Deferred Payment Agreement Worksheet* for the purposes of determining an equitable and fair monthly payment amount based on the resident’s financial circumstances. The minimum payment will not be less than \$10.00 per month.
- As appropriate, negotiate and complete the Deferred Payment Agreement.

If an agreement is reached, the Owner expects that the Deferred Payment Agreement will be signed by both parties during the meeting. Provided that the resident then adheres to the terms of the Deferred Payment Agreement, no further action is needed other than monitoring the resident's compliance with the terms of the Deferred Payment Agreement.

If the resident fails to attend the meeting, the Owner will contact the resident by phone to reschedule the meeting. If the resident is unable to reschedule the meeting, the Owner will attempt to negotiate the terms of a Deferred Payment Agreement during the call. If the terms of a Deferred Payment Agreement are agreed to by phone, the Owner will send the resident the Deferred Payment Agreement for his/her signature.

Step 5: Default of a Deferred Payment Agreement Obligation

If a resident with a Deferred Payment Agreement misses a payment, certain actions must be taken before the Owner can seek to terminate the resident's electricity. These actions include:

- The day after a Deferred Payment Agreement payment is due but not made, the Owner will hand-deliver or mail a *Deferred Payment Agreement Reminder Notice* to the resident. The resident has twenty (20) days from the date payment was due to make the payment or enter into a Revised Deferred Payment Agreement, if applicable.
- If the resident contacts the Owner within this time period regarding an inability to pay, the Owner will meet with the resident to determine whether the resident can demonstrate a substantial and/or significant change in his/her financial circumstances beyond his/her control.
 - If the resident is able to demonstrate a significant change in his/her financial status, the Owner will negotiate a Revised Deferred Payment Agreement with the resident. As with the original Deferred Payment Agreement, the Owner expects that the Revised Deferred Payment Agreement will be signed by both parties at the meeting.
 - If the resident is unable to demonstrate a significant change in his/her financial status, the Owner should explain that determination and demand payment of the missed payment.
- If, within this twenty (20)-day time period, the Owner does not receive payment or enter into a Revised Deferred Payment Agreement, the Owner may send the resident a demand for the full amount of the outstanding charges and a *Final Termination Notice*.

Step 6: Final Termination Notice with Executed Deferred Payment Agreement

In the event the Owner and the resident do not enter into a Deferred Payment Agreement, or if a default under Step 5 is not cured, the next step is to issue a *Final Termination Notice*.

Step 7: Review for Special Procedures

On the same date that a *Final Termination Notice* is sent to a resident, the Owner will review the status of the resident to determine if he/she qualifies for special procedures under HEFPA. If the resident so qualifies, additional steps must be undertaken before the Owner can complete the HEFPA process and seek to terminate the resident's electricity service.

Step 8: Termination of Electricity Service

If, after fifteen (15) days, the resident has failed to pay his/her electricity bill and the Owner has taken the required steps if special protections are applicable, the Owner may terminate such resident's electricity service.

The Owner should advise residents that bills and notices can be prepared in both English and another language, if a resident desires.

DEFERRED PAYMENT AGREEMENT PACKAGE

- A. Deferred Billing Agreement Option Offer Letter**
- B. Deferred Payment Agreement Appointment Letter**
- C. Deferred Payment Agreement**
- D. Payment Past Due Reminder Notice**

A. DEFERRED BILLING AGREEMENT OPTION OFFER LETTER

[DATE]

[RESIDENT]

[STREET ADDRESS]

[CITY, STATE, ZIP CODE]

Re: Deferred Billing Agreement Option Offer

In accordance with the Home Energy Fair Practices Act, we are required to provide you an opportunity to visit the Management Office and meet with our designated staff member, or to call the Management Office at (212) 210-6626 for the purpose of discussing your potential right to a Deferred Payment Agreement for the outstanding electricity charges on your account. Should you decide to accept this offer, you must return (1) signed copy of this letter to the Management Office on or before five (5) days from the date of this letter indicating your request for an appointment to negotiate a Deferred Payment Agreement with us.

Two copies of this offer are included: one for your signature and return to the Management Office at Alexander's of Rego Residential LLC, c/o Rose Associates, 200 Madison Avenue, 5th Floor, New York, New York 10016-3912, and one for your records.

Once we receive your request for an appointment, you will receive an appointment letter confirmation from the Management Office within five (5) days.

YES,

I would like to schedule an appointment to discuss a Deferred Payment Agreement.

Resident Signature: _____

Apt #: _____ **Date:** _____

OR

NO,

I would not like to schedule an appointment to discuss a Deferred Payment Agreement.

Resident Signature: : _____

Apt #: _____ **Date:** _____

B. DEFERRED PAYMENT AGREEMENT APPOINTMENT LETTER

[DATE]

[RESIDENT]

[STREET ADDRESS]

[CITY, STATE, ZIP CODE]

Re: Deferred Payment Agreement Appointment

Dear Resident:

You recently requested an appointment to review your eligibility for a Deferred Payment Agreement for your unpaid electricity charges totaling \$ XX.XX.

We have scheduled your appointment at the Management Office for:

Date:

Time:

Location:

It is vital that you attend this appointment so that we can determine your eligibility for a Deferred Payment Agreement. Your failure to attend this appointment will leave us no choice but to issue a *Final Termination Notice*.

We have enclosed the following for your review:

- *Deferred Payment Agreement Worksheet*

In accordance with the Home Energy Fair Practices Act, we hereby provide you the following information with respect to your rights and responsibilities regarding the formation of a Deferred Payment Agreement.

- You must provide the designated staff member with reasonable proof of all the applicable income, asset, and expense information noted on the enclosed list. **The information provided to us is for the sole purpose of determining your eligibility for a Deferred Payment Agreement and/or the development of the Deferred Payment Agreement will be maintained in your resident file with the strictest of confidence and will not be released or shared with any other person.**
- The designated staff member must negotiate with you in good faith to develop a Deferred Payment Agreement that is fair and equitable and considers your financial circumstances.
- Your payment agreement might not require a deposit.

CONFIDENTIAL: Deferred Payment Agreement Worksheet

Date: _____ Apt #: _____

Resident's Name: _____

Monthly Income Calculation

Income Source:

Employment: Average monthly income from 5 consecutive paystubs	
Child Support Documentation	
Alimony Documentation	
Social Security or SSI Award Letter	
Pension Statements	
Public Assistance	
Unemployment	
All other sources of verifiable income	

Avg. Monthly Income: _____

Asset Calculation:

Asset Source:

Avg. Checking and Savings Accounts Balance: (4) Consecutive Statements	
Other verifiable assets	
Other verifiable assets	
Total Assets:	

Applicable Monthly Expense:

Rent	
Grocery Expense	
Basic Telephone Expense	
Medical Expenses	
Medicare / Medicaid Contributions	
Prescriptions	
Other verifiable medical expenses	
Childcare expenses	
Other verifiable monthly expenses	
Total Expenses:	

Avg. Monthly Income: _____
Avg. Expenses: _____
Avg. Monthly Disposal Income: _____

Down payment may be required

Monthly Payment	
Number of Payments	
Total Amount Due	

Resident Signature: _____

By my signature above I hereby certify that the documents provided to landlord in the calculations of this worksheet are correct and accurate.

C. DEFERRED PAYMENT AGREEMENT

Resident: _____

Address: _____

Account No.: _____

The total amount owed to Alexander's of Rego Residential LLC (the "Owner") on this account as of MM/DD/YYYY is \$XX.XX.

Subject to 16 NYCRR § 11.10 (a-b) of the Home Energy Fair Practices Act ("HEFPA"), the Owner is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with a down payment of \$XX.XX, by MM/DD/YYYY, you will be entering into a payment agreement and, by doing so, will avoid termination of electricity service.** You will be required to make timely payments on all current charges in order to remain compliant with the terms of this agreement.

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, the Owner may terminate your electricity service. If you do not sign this agreement or pay the total amount due of \$ XX.XX by MM/DD/YYYY, the Owner may seek to terminate your electricity service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement, please contact the Owner through the Management Office by telephone at (212) 210-6626 or by mail at Alexander's of Rego Residential LLC, c/o Rose Associates, 200 Madison Avenue, 5th Floor, New York, New York 10016-3912.**

Payment of Outstanding Balance:

Your current monthly budget amount is: \$ XX.XX (in addition to your current electricity charges). Your monthly budget amount is due on: _____.

If you are not already enrolled in our Budget Billing Program, which allows you to pay for your service in equal monthly installments, and wish to enroll, check the box below and we will start you on this process.

Yes! I would like Budget Billing:

Acceptance of Residential Payment Agreement:

This agreement has been accepted by the Owner. If you and the Owner cannot negotiate a payment agreement, or if you need any further assistance, **you may contact the Public Service Commission at (800) 342-3377.**

Return one copy of this agreement signed, along with the down payment of \$XX.XX, by MM/DD/YYYY to the Owner. If this is not done, your electricity service may be terminated.

Resident

Date

Alexander's of Rego Residential LLC

Date

D. PAST DUE REMINDER NOTICE

RESIDENT: _____
ADDRESS: _____
ACCOUNT NO.: _____

On **MM/DD/YYYY**, you signed a Residential Deferred Payment Agreement (“DPA”), which obligated you to make a down payment of **\$XX.XX** by **MM/DD/YYYY** and regular payments of **\$XX.XX** (in addition to your current electricity charges) in order to avoid termination of electricity service. Our records indicate that you have failed to comply with the terms of the DPA. As a result, we are hereby notifying you that you must meet the terms of the existing DPA by making the necessary payment within twenty (20) calendar days of the date payment was due or a Final Termination Notice may be issued to terminate your electricity service.

If you are unable to make payment under the terms of the DPA because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact Alexander’s of Rego Residential LLC (the “Owner”) through the Management Office by telephone at (212) 210-6626 or by mail at Alexander’s of Rego Residential LLC, c/o Rose Associates, 200 Madison Avenue, 5th Floor, New York, New York 10016-3912, because a new payment agreement may be available. Further, assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office.

The total amount owed to the Owner for this account as of MM/DD/YYYY is: \$XX.XX.

**NOTIFICATION TO SOCIAL SERVICES OF CUSTOMER'S
INABILITY TO PAY**

**Alexander's of Rego Residential LLC
c/o Rose Associates
200 Madison Avenue, 5th Floor
New York, New York 10016-3912**

Resident: _____

Address: _____

Account No.: _____

The above resident/customer has been sent a final notice of termination of electricity service. If the total payment due of **\$XX.XX** is not paid by **MM/DD/YYYY**, termination of their electricity service may occur any time after **MM/DD/YYYY**.

BUDGET BILLING PLAN

Resident: _____
Address: _____
Account No.: _____

As set forth below, Alexander’s of Rego Residential LLC (the “Owner”) agrees to provide services in return for your agreement to make payments according to the terms of this Budget Billing Plan (the “Plan”).

The Plan requires that you pay **\$XX.XX** per month for the 12-month period starting with the billing cycle commencing on **MM/DD/YYYY** and ending on **MM/DD/YYYY**.

This monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____ kWh, based on your or the premises’ last 12 months of actual consumption.

The Plan shall be subject to regular review for conformity with actual billing. The Owner reserves the right to recalculate the monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption, and/or (b) an increase in commodity prices.

Each month, you will be billed the equal monthly payment and you will be required to pay that amount. Your bill will inform you what your consumption for the period was, as well as the actual charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, you may be subject to a Final Termination Notice pursuant to the Home Energy Fair Practices Act or other collection remedies.

In the last month of the Plan, the Owner shall true up your account based on a comparison of the billing under the Plan and the amount you would have been charged for the 12-month period if you were not on the Plan. If you owe the Owner a sum of money due to the true up, you will be billed for the amount due. If you have been over billed, you will be issued a credit to be applied to the next plan year.

[] Yes! I would like budget billing and agree to the terms of the Plan.

Acceptance of Agreement:

Resident	Date
Alexander’s of Rego Residential LLC	Date

Return one signed copy to the Owner through the Management Office by mail at Alexander’s of Rego Residential LLC, c/o Rose Associates, 200 Madison Avenue, 5th Floor, New York, New York 10016-3912, by MM/DD/YYYY.

HEFPA QUARTERLY BILLING AGREEMENT

Resident: _____
Address: _____
Account No.: _____

Under this plan, Alexander’s of Rego Residential LLC (the “Owner”) agrees to provide services in return for your agreement to make payments according to the terms of this Quarterly Billing Plan (the “Plan”).

You confirm that you are greater than 62 years old, and that your bills in the preceding 12 months, starting on MM/DD/YYYY and ending on MM/DD/YYYY, did not exceed \$150.

Under this Plan, you will receive the first bill on MM/DD/YYYY covering actual charges incurred during the 3-month period MM/DD/YYYY to MM/DD/YYYY, and you will receive quarterly bills thereafter on or before MM/DD/YYYY, MM/DD/YYYY, and MM/DD/YYYY for actual charges incurred during each such preceding 3-month period.

On the dates specified above, you will be billed for the actual charges incurred and you will be required to pay the amount stated on the bill. If you fail to pay the bill when it is due, you may be subject to a Final Termination Notice pursuant to the Home Energy Fair Practices Act.

[] Yes! I would like Quarterly Billing.

Acceptance of Agreement:

Resident	Date
Alexander’s of Rego Residential LLC	Date

Return one signed copy to the Owner through the Management Office by mail at Alexander’s of Rego Residential LLC, c/o Rose Associates, 200 Madison Avenue, 5th Floor, New York, New York 10016-3912, by MM/DD/YYYY.

FAILURE TO MAKE PAYMENT NOTICE DATED:

Resident: _____
Address: _____
Account No.: _____

Dear Resident:

Your account is now XX (XX) days overdue. Please make payment of **\$XX.XX** by **MM/DD/YYYY** or we shall institute termination of your electricity service.

PLEASE REMIT \$XX.XX BY MM/DD/YYYY TO AVOID INITIATION OF TERMINATION OF YOUR ELECTRICITY SERVICE.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact Alexander's of Rego Residential LLC through the Management Office by telephone at (212) 210-6626 or by mail at Alexander's of Rego Residential LLC, c/o Rose Associates, 200 Madison Avenue, 5th Floor, New York, New York 10016-3912. If you or anyone in your household meets any of the following conditions please contact us: medical emergency, dependence on life support equipment, elderly, blind, or disabled.

Sincerely,

Alexander's of Rego Residential LLC

FINAL TERMINATION NOTICE DATED:

Resident: _____
Address: _____
Account No.: _____

Dear Resident:

By letter dated **MM/DD/YYYY**, we notified you that your failure to remit the past due amount of **\$XX.XX** by **MM/DD/YYYY** would result in our terminating your electricity service. Our records indicate that we have not received your payment. Please remit **\$XX.XX** or your service will be terminated after **MM/DD/YYYY**.

If you disagree with the amount owed, you may call or write Alexander's of Rego Residential LLC (the "Owner") through the Management Office by telephone at (212) 210-6626 or by mail at Alexander's of Rego Residential LLC, c/o Rose Associates, 200 Madison Avenue, 5th Floor, New York, New York 10016-3912, or you may contact the Public Service Commission at (800) 342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO OUR ATTENTION WHEN PAYING THIS BILL.

PLEASE REMIT \$XX.XX BY MM/DD/YYYY TO AVOID TERMINATION OF YOUR ELECTRICITY SERVICE.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact the Owner. Further, please contact the Owner if you or anyone in your household meets any of the following conditions: medical emergency, dependence on life support equipment, elderly, blind, or disabled.

Sincerely,

Alexander's of Rego Residential LLC

EXHIBIT 5



**New York State Public Service Commission
Office of Consumer Services**



Submetering Identification Form

Name of Entity: Alexander's of Rego Residential LLC			Corporate Address: c/o Vornado Realty Trust 888 Seventh Avenue		
City: New York	State: NY	Zip: 10019	Web Site: www.alx-inc.com		
Phone: 212-894-7000			Utility Account Number: Not yet available; under construction		
Chief Executive: Joseph Macnow			Account Holder Name: Not yet available; under construction		
Phone: 212-894-7000			E-mail: jmacnow@vno.com		
DPS Case Number: Not yet assigned					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: Luis Rios			Name:		
Phone: 212-894-7431			Phone:		
Fax: 212-894-7484			Fax:		
E-mail: lrios@vno.com			E-mail:		
Address: 888 Seventh Avenue			Address:		
City: New York	State: NY	Zip: 10019	City:	State:	Zip:

We do not send complaints to personal e-mail addresses. A shared e-mail address must be provided or the transmission will default to the fax number listed above. Please enter the e-mail address, if any, to which we should send complaints: _____

Name of Property: 61-35 Junction Boulevard			Address: 61-35 Junction Boulevard		
City: Rego Park	State: NY	Zip: 11374			
Electric Heat? Y / N No			Electric Hot Water? Y / N No		
# Units Occupied by: Sr. Citizens _ Disabled _			Total # of Units 312		
Rent Stabilized 312*	# Rent Controlled 0		# Rent-Regulated 312*	# Market Rate 312	
Rental: Y/N Yes		Condo: Y/N No		Co-Op: Y/N No	
# Low Income 0	# Section 8 0	# Landlord Assist Program 0	# Other 0		
Submeter / Billing Agent: SourceOne			Address: 53 State Street, 14th Floor		
City: Boston	State: MA	Zip: 02109	AJanes@S1Inc.com		
Contact Name: Alexander Janes		Contact Phone: 617-399-6106		Contact Fax: 617-399-6187	

Please return this form within 5 days to:

Hon. Kathleen H. Burgess, Secretary to the Commission
NYS Public Service Commission
3 Empire State Plaza
Albany, NY 12223-1350
E-mail: secretary@dps.ny.gov

(Rev. 8/12/13)

*The building is under construction and is seeking a 421-a real estate tax exemption. Final status of rent stabilization and regulation is pending admission into the program.

Changes in contact information should be submitted within 5 days of any personnel change.

EXHIBIT 6

ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW. (LOS DERECHOS Y RESPONSABILIDADES DE INQUILINOS Y CASEROS ESTÁN DISPONIBLE EN ESPAÑOL).

APARTMENT LEASE

PREAMBLE: This Lease contains the agreements between Tenant and Owner concerning Tenant's rights and obligations and the rights and obligations of Owner. Tenant and Owner have other rights and obligations which are set forth in government laws and regulations. Once Tenant and Owner sign this Lease, Tenant and Owner will be presumed to have read it and understood it. This Lease will be considered to contain all agreements between Tenant and Owner. Any agreements made before or after this Lease was signed which are not written in this Lease will not be enforceable.

THIS LEASE is made as of _____, between

Owner: Alexander's of Rego Residential LLC, whose address is c/o Vornado Trust Realty, 888 7th Avenue, NY, NY 10019.

-and-

Tenant: _____ (hereafter referred to as "Tenant" or "You"), whose current address is : _____

Premises Leased: Apartment _____ in the building located at 61-35 Junction Boulevard, Rego Park, New York (the "Apartment").

Term: The Lease will be for a term: () Year(s) () Months () Days commencing on _____, and terminating on _____.

Rent: Base Rent is payable at the rate of \$ _____ per month. Base Rent for the year is twelve times the amount payable monthly. Additional Rent is also payable in the amounts and at the times stated elsewhere in this Lease.

Security: Tenant has given a Security Deposit in the amount of \$ _____ to be held for the term of the Lease. Security will be held in an account at [name of bank] [address _____ of _____ bank _____].

1. APARTMENT LEASED

Owner has rented to Tenant the Apartment set forth above. Except as otherwise specified in this lease, no other goods, services, facilities or space are included in this Lease, including but not limited to parking, roof areas, decks, terraces, balconies, pool, lounge, game room, children's playroom, valet and/or health club membership.

2. USE OF APARTMENT

The Apartment must be used only as a private residential apartment to live in and for no other reason. Only Tenant and, so long as Tenant is living in the Apartment, and Tenant's children and/or other persons as specifically permitted under the law (if any) may occupy the Apartment. The Apartment may not be used by any other person if Tenant moves out or dies, even if such person had previously used the Apartment before Tenant moved out or died. Even if Tenant moves out, Tenant will still be responsible for the Apartment, all obligations set forth in this Lease and anyone Tenant, either directly or indirectly, permitted to use the Apartment. No home office use is permitted, except in compliance with law, and no auctions, sales, public gatherings, group tours, commercial use or exhibitions are permitted.

So long as the Tenant(s) occupies the Apartment as his or her or their primary residence, if this lease has only one named Tenant named thereon, the Apartment may also be occupied by one additional occupant and the dependent children of said occupant. If this lease has two or more tenants named herein, the Apartment may be occupied by additional occupant(s) and the dependent children of said occupant(s), provided, however, that the total number of Tenants and occupants (exclusive of said occupant's dependent children) does not exceed the number of tenants named in the lease. In no event may any occupant occupy the apartment unless at least one person named in the lease as Tenant shall be in occupancy of the Apartment as his or her primary residence. Tenant agrees to inform the Owner, in writing, of the name of each immediate family member, occupant and their dependent children, if any, within thirty (30) days following the Owner's written request therefore. Tenant agrees that, absent express written consent by the Owner, no family member, occupant dependent child thereof or any other person other than the Tenant(s) shall acquire any occupancy rights to the Apartment. Neither the tender nor the acceptance of a rent payment by or on behalf of any person other than the Tenant(s) named on the lease shall constitute such express written consent. Occupancy which does not conform with this paragraph in all respects including timely response to owner's written request for the names of each individual family member-occupant and their dependent children and any other persons in occupancy, shall constitute a violation of a substantial obligation of the tenancy which may lead to a termination of the lease.

3. LENGTH OF LEASE

The Term of this Lease is as set forth in the Preamble on page 1. If Tenant does not do everything Tenant agrees to do in this Lease, Owner may have the right to end it early. If the last day of the Lease is a weekend or legal holiday, then the term will end on the last business day before that weekend or holiday.

4. RENT

Base Rent and Additional Rent and all money obligations under this Lease are considered "Rent". Tenant must pay Owner the Base Rent set forth above, in advance, on the first day of each month at Owner's office unless Owner informs Tenant by written notice of another address for payments. Payment is due and must be paid without notice, bill or invoice. If the Lease begins on the first day of the month, Tenant shall pay Base Rent for the first month of the Lease. If the Lease does not begin on the first day of the month, then Tenant shall pay Base Rent from the first day of this Lease through the last day of the month on which the Lease begins and Base Rent for the first full month of the Lease.

All amounts which Tenant is required to pay under this Lease are Rent, except for electricity charges. These sums other than Base Rent are Additional Rent and must be paid when Owner gives notice of the amount due. If Tenant fails to pay any of these amounts when due, Owner will have the same rights as if Tenant had failed to pay Base Rent.

Tenant acknowledges that the Owner may not fully scrutinize and examine each check to see that the check submitted is the check of the Tenant. Accordingly, in the event a third party check is given for Rent due and is accepted by the Owner, such acceptance shall not (i) constitute a waiver of Owner's rights; nor (ii) confer any rights upon the third party; nor (iii) entitle the third party to make a claim as a Tenant; or (iv) grant the third-party any right to occupy the premises; or (v) creates a landlord-tenant relationship between the third party and Owner.

5. CHARGES WHICH ARE ADDITIONAL RENT

The following charges, together with any charges due by Tenant to Owner pursuant to the terms of the Lease, other than Base Rent, are collectible Additional Rent.

- A. Late Charges: In the event that the Rent is not received by the tenth (10) day of the month when due, Tenant shall pay to Owner as Additional Rent a Late Charge in the amount of \$100 for the purpose of defraying the expenses incurred in handling delinquent payments..
- B. Returned Check: If you send us a personal check (for your Rent, Additional Rent, Security Deposit, etc.) and the check is returned for "insufficient funds" or for any other reason, Owner shall be entitled to collect the greater of \$50.00 or the actual charge imposed by its bank as a returned check charge, as well as any applicable late fees or interest. The returned check charge is due with the redeeming payment. Should two (2) of Tenant's checks be returned for any reason, Owner will no longer be obligated to accept Tenant's personal check and all future payments will be remitted in the form of a money order, bank check, or certified check.
- C. Storage Charges: If we provide you a storage area apart from your Apartment, you agree to pay a storage charge each month, due and payable with your Base Rent, pursuant to a separate storage agreement.
- D. Reimbursements: If you are required to reimburse us under the provisions of Paragraph 18, such reimbursements will be due immediately upon demand by us.
- E. Unreturned Replacement Keys: You acknowledge that you will receive the following keys and/or controlled access devices/passes/fobs when you move into the Apartment:

Apartment Key(s)	#
Mail Box Key(s)	#
Controlled Access Devices/Passes/Fobs	#

You understand that the above set of keys and/or controlled access devices/passes/fobs, are the only set that will be provided during the term of the Lease, without charge.

You understand that you are responsible for returning the above items to us upon move-out and you will not make duplicate keys without consulting Owner.

In the event that you do not return any of the keys, controlled access device/passes/fobs, or misplace same and request replacements, the following charges will apply per item:

\$_____ Apartment Keys	\$_____ Mail Box Keys
\$_____ Controlled Access Devices/Passes/Fobs	

- F. Lockouts: In the event that you are locked out of the Apartment and request that the Owner, its employees or agents, including, but not limited to, any member of the Building staff, unlock the Apartment, Owner shall be entitled to a Lockout Fee of \$10 per occurrence. Notwithstanding the foregoing, You acknowledge and understand that in the event you place any lock on the door to the Apartment and you do not provide a copy of

the key for such lock to Owner, then Owner will be unable to provide access to the Apartment in the event you are locked out.

6. AMENITIES

Tenant has the right to utilize the Building amenities, including, but not limited to, health club, game room, children's play room lounge and/or roof deck game room for an additional monthly fee, as set forth in the annexed Amenities Rider, only for so long as this Lease is in force and effect. Under no circumstances shall the right to use the amenities referred to herein survive beyond termination of the Lease. Tenant agrees to follow all posted or published rules and regulations pertaining to the amenities. The failure to follow the rules entitles the Owner to terminate the use of the amenities. Tenant acknowledges and agrees that Owner shall not be responsible for providing supervision or security to Tenant. Tenant agrees that he/she will indemnify, defend and hold the Owner, its agents, employees and representatives harmless from any claim for personal injury or property damage caused by Tenant or his/her invitees or family members.

7. RENT ADJUSTMENTS

If this Lease is for a Rent Stabilized apartment, the rent herein as well as the monthly amenities fee, shall be adjusted up or down during the Lease term, including retroactively, to conform to the Rent Guidelines. Where Owner, upon application to the New York State Division of Housing and Community Renewal ("authorized agency") is found to be entitled to an increase in rent or other relief, You and Owner agree: (a) to be bound by such determination; (b) where the authorized agency has granted an increase in rent, You shall pay such increase in the manner set forth by the authorizing agency; (c) except that in the event that an order is issued increasing the stabilization rent because of Owner hardship, You may, within thirty (30) days of Your receipt of a copy of the order, cancel Your lease on sixty (60) days written notice to Owner. During said period You may continue in occupancy at no increase in rent, provided you surrender the Apartment within such sixty (60) day period.

8. SECURITY DEPOSIT

On signing this Lease, Tenant has given to Owner the Security set forth in the Preamble on page one of this Lease, which Owner will deposit in the financial institution indicated or any other financial institution which Owner may designate. The bank account will earn interest. If Tenant carries out all agreements in this Lease, at the end of each calendar year Owner or the bank will pay to Owner 1% of the amount of the deposit for administrative costs, and to Tenant all other interest earned on the Security. In the event the Security Deposit earns less than 1% interest, then the Owner will be entitled to all of the interest earned. Owner need not give interest if Tenant is in default and may retain the interest as additional Security.

If Tenant carries out all agreements in this Lease and moves out of the Apartment and returns it to Owner vacant and in the same condition it was in when Tenant first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty, Owner will return to Tenant the full amount of the Security Deposit and interest within sixty (60) days after this Lease ends. If Tenant does not carry out all agreements in this Lease, Owner may keep all or part of the Security and any interest which has not yet been paid which are necessary to pay Owner for any losses may have incurred, including missed payments. Tenant is not entitled to direct Owner to use the Security for rent. If Tenant violates this Lease by failing to pay the last month's Rent, Tenant shall pay to Owner an administrative fee equal to 25% of one month's Rent, in addition to any other sums due hereunder, which administrative fee shall be deemed Additional Rent.

If Tenant does not pay Rent on time, or otherwise defaults in the observance of any of the terms or conditions of this Lease, then Owner at Owner's sole option may use the Security to pay for any damages suffered, or costs incurred, including attorneys fees, as a result. In the event that Owner does use or apply the Security, Owner may give Tenant notice thereof, and within five days of Owner's giving of such notice, Tenant must replenish the amount used or applied, which sum will be due as Additional Rent.

If Owner sells or leases the Building, Owner will turn over the Security, with accrued interest, to the person buying or leasing the Building. Owner will then notify Tenant of the name

and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to Tenant for the Security. The new owner or lessee will become responsible to Tenant for the Security.

It is expressly understood that Tenant may not use the Security Deposit as rent payment for any months in which rent payment is due. If due, pursuant to the terms of this Lease, refunds (in whole or in part) of security deposits will be made only after all Tenants and occupants have vacated the premises and have fully complied with all of the terms conditions, and obligations of Tenant contained in this Lease Agreement with respect to the application of the Security Deposit.

9. CONSTRUCTION

The apartment is located in a newly constructed multiple dwelling. Tenant acknowledges that the Building, including but not limited to the lobby, common areas, public hallways, lounge, children's playroom, game room, health club, restrooms and locker rooms, roof terrace, and/or laundry facilities, if any, will require construction work to be completed. Therefore, during the initial year of the Lease term there will be a period where Building and Apartment services will be implemented, refined and corrected (the "refinement period") due to construction. It is understood and agreed that plywood may line the elevator cabs and walls in the lobby. Carpeting and wall covering may not be placed in the hallway until the Building is fully occupied. Tenant further acknowledges that there is on-going construction and that all facilities such as, but not limited to, the health club, lounge, outside deck space, bicycle storage, and laundry facilities may not be available upon initial occupancy. All construction shall be performed with all requisite approvals and pursuant to all applicable statutes, codes, laws, and ordinances. Tenant agrees that his/her reasonable expectation of the Apartment and the Building is that there will be construction work and workers in or about the premises that will result in noise, dust and other inconveniences and other problems associated with construction. Tenant acknowledges these conditions and agrees that the Rent has been set taking these conditions into account. Tenant's acknowledgement of these conditions is a material inducement for the Owner of the Building to enter into this Lease. Therefore, Tenant agrees that it shall not make any claim against Owner as the rental provided herein reflects such annoyance, inconvenience and other problems that will or may occur during construction.

10. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from permitting Tenant to move into the Apartment on the commencement date set forth in the Lease. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses and this Lease will remain in effect. Tenant understands that this Building is being newly constructed and that there may be a delay in the completion of construction, the issuance of a temporary or permanent Certificate of Occupancy, or in scheduling access to the service elevator required before Tenant may obtain possession of the Apartment. Tenant agrees that these are merely examples of delays beyond Owner's reasonable control. However, in case of a delay, this Lease will start on the date when Owner is able to allow Tenant to move in. Tenant will not have to pay rent until the move-in date on which Owner notifies Tenant that the Apartment is ready for occupancy by oral or written notice, which may include electronic notice, at least ten days in advance, or the date Tenant moves in, whichever is earlier. If Owner is not able to allow Tenant to move in until a day in a later calendar month, the expiration date in the Lease will be changed to the last day of the calendar month after Tenant is able to take possession plus the whole number of years of the original term without regard to any days which are only part of the initial month, except that if Tenant is not able to move in until a day in a later calendar month than the first day of that month, then the term will end on the day before plus the whole number of years of the original term without regard to any days which are only part of the initial month (For example: (a) if the commencement date in the Lease is August 15, 2014 and the expiration date is August 31, 2015 and the Owner is not able to allow Tenant to take possession until August 28, 2011 the expiration date would remain unchanged at August 31, 2015; (b) if the commencement date in the Lease is August 15, 2014 and the expiration date in the Lease is August 31, 2015, and the Owner is not able to allow Tenant to take possession until September 3, 2014, the expiration date would be September 30, 2015; (c) if the commencement date in the Lease is August 15, 2014, and the expiration date in the Lease is August 31, 2015, and the Owner is not able to allow Tenant to take possession until October 1, 2014, the expiration date would be September 30, 2015). If Owner does not give Tenant notice of the move-in date that is within 60 days of the commencement date of the term of the Lease as stated

in the Lease, Tenant may notify Owner in writing that Owner has 30 additional days to let Tenant move in, or else the Lease will end. If Owner does not allow Tenant to move in within those additional 30 days, then the Lease is ended. Any money paid by Tenant on account of this Lease will then be refunded promptly to Tenant by Owner.

11. CAPTIONS AND DEFINITIONS

In any dispute under this Lease, in the event of a conflict between the text and a caption, the text controls. Words and phrases in the singular will be deemed to include the plural and vice versa, and all terms will be deemed to be gender neutral.

- A. Owner: The term “Owner” means the person or organization receiving or entitled to receive rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. “Owner” includes the owner of the land or Building, a lessor, or sublessor, or sublessor of the land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease.
- B. Tenant: The term “Tenant” means the person or persons signing this Lease as Tenant and the approved successors and approved assigns of the signer all of whom are jointly and severally responsible and liable. This Lease has established a tenant-landlord relationship between Tenant and Owner. All Tenants under this Lease are jointly and severally responsible for all obligations as Tenants. Owner has the right to reject partial payments. Owner may refuse to take more than one check for the payment of any installment of Base Rent.

12. CARE OF THE APARTMENT; END OF LEASE; MOVING OUT

- A. Tenant will take good care of the Apartment, including all fixtures and equipment, will not cause or permit any damage to it, and at Tenant’s cost and expense will make any repairs or replacements necessitated by the act or neglect of any occupant of the Apartment. Tenant will move out on or before the termination date of this Lease and leave the Apartment clean, in good order and in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty not caused by act or neglect of Tenant or any other occupant of the Apartment.
- B. When this Lease ends, Tenant must remove all of Tenant’s movable property. Tenant must also remove at Tenant’s expense, any and all wall and floor coverings, furnishings, decorations, bookcases, cabinets, mirrors, painted murals or any other installation or attachment which Tenant or any other occupant may have installed in the Apartment, even if it was done with Owner’s consent, unless Owner directs Tenant not to remove the same, in writing. Tenant must repair those portions of the Apartment affected by those installations and removals including the removal of carpeting or other flooring installed by Tenant and all nails, tacks or stripping by which the same was installed. Tenant will not be considered to have moved out until all persons and their furniture and other property is also out of the Apartment. If property (other than Owner’s property) remains in the Apartment after the Lease ends or Tenant fails to restore the Apartment as required above, Owner may either treat Tenant as still in occupancy and charge Tenant for use of the entire Apartment (which shall be not less than 125% of the Rent payable during the last month of this Lease) until Tenant complies with this provision, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment is abandoned. In this event, Owner may either discard the property or store it at Tenant’s expense. Tenant acknowledges that Owner has no obligation to keep or store any personal property remaining in the Apartment after Tenant vacates the Apartment, whether or not Tenant vacates voluntarily or is evicted by a Marshal and hereby waives and releases Owner from any obligation to Tenant as a “bailee.” If Tenant fails to restore the Apartment in the manner required under this Lease, Owner may perform such restoration, and Tenant will owe Owner the cost of all repairs and replacements (including but not limited to the value of Owner’s employees in performing such work), all costs and expenses incurred in removing abandoned

property, and the fair market value of the Apartment for the time period until such property is removed and/or such work is completed. The provisions of this Article will continue to be in effect after the end of the Lease.

13. CHANGES AND ALTERATIONS TO APARTMENT

- A. Tenant cannot build in, add to, change or alter the Apartment in any way, including, but not limited to, wallpapering, paneling, flooring, partitions, railings, repainting, installing “built-ins” or other decorating, without obtaining Owner’s written consent before doing anything. Without Owner’s prior written consent, Tenant cannot install or use in the Apartment any of the following (unless the same was installed by Owner): clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units, or any other electrical equipment which in Owner’s reasonable opinion will overload the existing plumbing or electrical wiring installation in the Building or interfere with the use of such plumbing or electrical wiring facilities by other tenants of the Building and which do not comply with energy saving and sustainability requirements implemented by Owner, the U.S. Green Building Council under the applicable Leadership in Energy & Environmental Designs (“LEED”) guidelines. Tenant cannot place in the Apartment water-filled furniture or decorations, including but not limited to waterbeds, aquariums or fish tanks. Tenant may not install, change, attach, remove or disconnect any couplings, offshoots, cable, pipe or conduit, wherever located.
- B. Tenant may not paint or chemically treat or decorate with any wall covering, i) the kitchen cabinets, ii) bathroom tile, iii) exposed brick walls, or iv) window frames or mullions. Tenant may not scrape, stain or refinish any floors. Tenant must obtain prior written permission from Owner for any painting or decorating.
- C. In the event that Owner consents to any Tenant installation, decoration and/or alteration, and the consent provides that the same remain at the end of the term, then the same will become the property of Owner and may not be removed by Tenant and Tenant will not be entitled to any compensation therefore. Owner may require a restoration security deposit be given in an amount to be designated in Owner’s sole and absolute discretion as a condition for giving consent to any installation, decoration and/or alteration.
- D. If a lien is filed on the Apartment or the building for any reason relating to Tenant or any other occupant of the Apartment, Tenant must immediately pay or bond the amount stated in the lien and have the same removed of record at Tenant’s own cost and expense. If Tenant fails to do so within ten (10) days after Tenant has notice of the lien, Owner may do so at Tenant’s cost and expense, without any investigation of the validity of the lien or any offsets or defenses thereto. Such cost and expense will constitute Additional Rent and shall be paid by Tenant to Owner within five (5) days of Owner’s delivery of an invoice or bill for such cost and expense.
- E. Tenant shall not, without obtaining prior written consent of Owner, make in the Apartment, or on any terrace, balcony, roof deck or patio that is accessible from the Apartment, any alteration of any kind, or install any electrical or other equipment which may impose an excess load on existing electric, gas or water supplies. Tenant shall not permit or suffer anything to be done or kept in the Apartment which will increase the rate of fire insurance on the Building or the contents thereof.
- F. Tenant shall not paint, or in any way tamper with sprinkler heads, if any, in the Apartment since such covering or painting will render the sprinkler inoperative and not repairable, Tenant shall be liable for the full cost of their replacement (as well as any loss or damage that may occur due to a fire), which sum shall be collectible and payable as Additional Rent. Should flooding occur due to tampering with or bringing hot objects too close to such heads (which may cause them to activate), Tenant will be responsible for any damage caused by the same.

Tenant acknowledges having been advised that under applicable law it is a misdemeanor to tamper with a fire sprinkler system.

- G. Tenant is not permitted to modify or change any of the Apartment windows or doors.
- H. Tenant may not install any window treatments in the Apartment without first receiving express written permission from Owner which the Owner may withhold for any reason.

14. COMPLIANCE WITH LAWS, REGULATIONS AND LEASE RULES

- A. *Government Laws and Orders:* Tenant will obey and comply (1) with all present and future city, state and federal laws and regulations which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. Tenant will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety device required by law are used and Owner's written permission has been given. Tenant will promptly deliver to Owner a copy of any notice which Tenant receives from any federal, state or city authority relating to the Apartment or Tenant's use of the Apartment.
- B. *Owner's Rules:* Tenant will obey all of Owner's rules listed in this Lease and all other additional and future rules of Owner and/or Owner's agent. Notice of all additional rules may be given to Tenant in writing, including by electronic means, or posted in the lobby or other public place in the Building. Owner will not be responsible to Tenant for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.
- C. *Tenant's Responsibility:* Tenant is responsible for the behavior of Tenant and all persons who come to the building as a result of Tenant's occupancy of the Apartment, including Tenant's immediate family, staff, delivery persons, and people who are visiting Tenant or any other occupant of the Apartment. Tenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because any such persons have not obeyed government laws and orders or the agreements or rules in this Lease.
- D. *Recycling, Energy Efficiency and Environmental Protection:* The Owner has built the Building to LEED standards, and the Building has been constructed with specific sustainable, energy efficient and "green" technologies. Tenant will comply with all government laws, orders and regulations, and any related requirements posted or otherwise established by Owner regarding recycling and environmental protection. This includes separating and sorting recyclables. Owner may refuse to collect or accept any waste product, garbage, trash, refuse or recyclables which have not been properly separated, sorted and/or packaged. Tenant acknowledges and agrees that it shall comply with Owner's Green Guidelines, annexed hereto. Owner may change, revoke, amend or add further Green Guidelines at any time, and Tenant shall comply with all such future Green Guidelines established by Owner and/or Owner's Agent. If, because of Tenant's failure to comply with any governmental law order or regulation, the Green Guidelines or other requirement posted or otherwise established by Owner, and Owner is put to any expense whatever, including, without limitation, any fine or penalty imposed by any governmental authority, Tenant will pay Owner the amount of any such expense, including, but not limited to, attorney's fees incurred in connection therewith, which shall constitute Additional Rent hereunder and shall be paid by Tenant to Owner within five (5) days of Owner's delivery of an invoice or bill for such expense.
- E. *Non-Interference:* Tenant will not do, or permit anything to be done which may interfere with or make more difficult Owner's efforts to provide Tenant and all other occupants of the Building with the required facilities and services or which may interfere with the rights, comfort or convenience of any other occupant or

employee of the building. Any condition caused by the misconduct of anyone under Tenant's direction or control will not be a breach by Owner.

15. OBJECTIONABLE CONDUCT

Tenant will not engage in, objectionable conduct or permit objectionable conduct by any occupant, guest, licensee or any other person entering the Building and or the Premises at Tenant's invitation. Objectionable conduct means anything which interferes with the right of others to properly and peacefully enjoy their Apartments, or causes conditions that are dangerous, unsanitary and/or detrimental to other occupants and/or employees in the Building, or interferes with Owner's rights and/or its ability to manage or operate the Building or Apartment.

Notwithstanding anything contained herein above or in the Lease to the contrary, Owner is not required to serve a notice of default in the event of objectionable conduct on the part of the Tenant as described in the Article above. In the event the objectionable conduct is deemed by Owner to be of a continuing nature, then Owner need only serve a seven (7) day termination notice based upon the allegations of objectionable conduct.

16. SERVICES AND FACILITIES

Owner is not required to provide any services other than those specifically provided under this Lease and/or required by law.

- A. *Required Services.* Owner will provide a) cold and hot water for bathrooms and kitchens, and heat to heating apparatus as required by law; b) cooking gas; c) access to electricity service; d) elevator service, if the Building has elevator equipment; and d) repairs to the Apartment, as required by law. Tenant is not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless such reduction is required under law.
- B. *Utilities.*
- (1) Electricity is not included in, nor considered to be, Rent. Tenant shall pay for its electrical consumption in accordance with the annexed Submetering Rider. Tenant understands that the amount billed by Owner each month may represent billing for the prior month of electrical consumption (ie. charges posted in August 2014 may represent charges incurred for electrical consumption in June, 2014 or earlier).
 - (2) Telephone service, internet service and cable television are not included in the Rent. Tenant must pay directly for such services, and Tenant must pay for the same directly to the utility providing such services. Without limiting the generality of the foregoing, Tenant acknowledges that the choice of service providers for utilities involving telecommunications, cable or satellite television or internet services may be limited because of the arrangements made by Owner for the Building, and that Tenant has had the opportunity to inquire of Owner as to the range of such service providers for the Building prior to signing this Lease and that Tenant is renting the Apartment with full awareness of the available options and limitations.
- C. *Tampering with Utilities and Services Forbidden.* Tenant shall not make or permit the making of any changes or alterations to, or interfere with, the mechanical, electrical, sanitary, or other service systems of the Building and/or Apartment, including, but not limited to, wiring and electrical facilities, and other utility installations in or servicing the Building and/or Apartment.
- D. *Lease Default.* Any installation, change, alteration, or interference with the mechanical, electrical, sanitary, or other services of the Building and/or Apartment shall constitute a default of the Lease and can lead to Tenant's eviction.
- E. *Indemnification.* Tenant agrees to indemnify and hold Owner harmless from and against any all claims, losses, damages, costs, expenses, fines, and demands

asserted against Owner due to Tenant's change or alteration to, or interference with the mechanical, electrical, sanitary, or other service systems.

- F. *Appliances.* Appliances installed by Owner will be maintained and repaired or replaced by Owner. If repairs or replacements are made necessary because of Tenant's negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent. No radio or television antenna, dishes, or other apparatus shall be affixed to or hung from any railings, windows, terrace, balcony or exterior portion of the Building without the prior express written consent from Owner which consent may be withheld for any reason.
- G. *Laundry and Other Facilities.* If Owner permits Tenant to use any laundry or any other facility located in the Building but outside of the Apartment (except as otherwise stated elsewhere in this Lease), the use of any of these facilities will be furnished is at Tenant's own risk, except for loss suffered due to Owner's negligence. Owner has no obligation to provide laundry or any other facility and Owner may discontinue such service at any time with no reduction in rent. Tenant understands that any laundry facilities are owned and/or operated by an outside vendor and will look solely to such vendor in connection with any claim or complaint in connection therewith.
- H. *Smoke Detector/Carbon Monoxide Detector.* Owner is not responsible for servicing or maintenance of the smoke detectors/carbon monoxide detectors, including, but not limited to, the replacement of batteries, if applicable, except as provided by applicable law or statute. If a smoke detector/carbon monoxide detector has been installed in the Apartment, Tenant acknowledges that Tenant has inspected it and that it is in good working order. Tenant will be liable to Owner for any damage resulting from the failure to keep it in good working order. Owner will not be liable for any damage caused by the failure of such detector to operate properly.
- I. *Security.* Owner makes no representation and assumes no responsibility whatsoever with respect to the functioning or operation of any of the human or mechanical security systems which Owner does or may provide, including, without limitation, desk person, lobby attendants, or TV monitoring. Owner will not be responsible or liable for any bodily harm or property loss or damage of any kind or nature which Tenant or any other occupant or guest may suffer or incur by reason of any claim that Owner, its agents or employees or any mechanical or electronic system in the building has been negligent or has not functioned properly or that some other or additional security measure or system could have prevented the bodily harm or property loss or damage.
- J. *Tenant's Security System.* Tenant must get Owner's prior written consent before installing any security system. If Tenant receives written permission and installs a security system, Owner will not be responsible for the maintenance of same. Neither Owner, agent, superintendent nor any building employees will be responsible for responding to any alarm or security alert.
- K. *Terraces and Balconies.*
- (1) The Apartment may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Apartment. Owner may make special rules for the terrace or balcony.
 - (2) Tenant shall keep its terrace or balcony, if any, and the drains located therein, free from all rubbish, dirt, debris or wind blown materials, and Tenant shall be responsible for any water damage caused to Tenant's apartment or any other apartment or to the Building, resulting from clogged drains or from any other use of such patio, terrace, or balcony. The Tenant may not install a fence or any addition to the terrace or balcony. No plantings or other objects shall be placed on any terrace or balcony without the written permission of the Owner. Under no circumstances shall a potted plant in excess of fifty (50) pounds be kept on

any terrace or balcony. Plantings shall be kept in non-leaking containers lined and standing on supports at least two (2) inches from the terrace or balcony floor and at least six (6) inches from any adjoining wall. Suitable weep holes shall be provided in the boxes to draw off water away from any wall. Notwithstanding the foregoing, Tenant shall comply with all of Owner's rules, as same may be supplemented and/or amended from time to time, with respect to any permitted plantings. Tenant is responsible to maintain the containers in good condition, and to maintain the drainage tiles and weep holes in operating condition. Tenant shall move or remove any and all plantings, boxes and other property left on the terrace or balcony, at Tenant's sole cost and expense, as and when required by Owner or its agent, for any reason. Tenant will be required to relocate any plantings in order to allow access, inspection or repairs deemed necessary by Owner or its agent.

(3) Tenant is strictly prohibited from storing bicycles or furniture on the terrace or balcony and from hanging any clothes, advertisements, banners or any other personal property from the terrace or balcony without first receiving express written permission from Owner which the Owner may withhold for any reason.

L. *Parking Facilities.* Any and all parking facilities located in the Building will be provided by and managed by an independent third party. Tenant must contract directly with that independent third party for use of the parking facilities.

M. *Repairs.* Tenant understands that services are rendered, repairs scheduled and replacements ordered through Owner's management office located in the Building. Notice of any defective condition, service or facility must be given to Owner either (i) electronically through the "Building Link" system pursuant to the annexed Tenant Guide; or (ii) in writing in accordance with the Notice provision of this Lease to the management office in the Building. No complaint to any building staff (including but not limited to superintendent, porter, or handyman) whether orally or in writing will be considered notification to Owner and no statement, promise or representation by such persons will be considered binding on Owner. Promptly on discovery of any defective condition, i) Tenant will give written notice to Owner in the manner provided under this Lease, and ii) in the event that the condition is not remedied or reoccurs more than five days thereafter, Tenant will give an additional notice to Owner of such condition, unless, the condition complained of is of an emergency or hazardous nature in which event Tenant will give additional notice on a daily basis until corrected. No portion of the Rent is being paid for services not required by law or specifically required by this Lease. Any disruption, interruption, suspension or discontinuance of such services will not constitute a decrease in services.

17. INABILITY TO PROVIDE SERVICES

Because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Owner may not be able to provide or may be delayed in providing any services or in making any repairs to the Building. In any of these events, any rights Tenant may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs. Owner is not required to provide any service besides those specifically written in this Lease. Owner may provide or discontinue additional services and Tenant will not be entitled to a reduction in rent.

18. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner, its agents, employees, contractors and/or work persons may enter the Apartment for the following reasons:

A. To erect, use, maintain, repair, replace or improve any mechanical, electrical, plumbing or other systems or component or part of the Building, including, but not limited to, pipes, meters, wires, cables and conduits and/or windows whether

in and through the walls and ceilings of the Apartment or otherwise; to inspect the Apartment and/or to make any necessary repairs or changes Owner decides are desirable or necessary and to survey and/or measure the Apartment and/or prepare necessary plans. The Rent will not be reduced because of any of this work, unless required by Law.

- B. To show the Apartment to persons who may wish to become owners or lessees of the entire Building, or to purchase the Apartment, or who may be interested in lending money to Owner in connection with a possible financing affecting the Building.
- C. For four (4) months before the end of the Lease, to show the Apartment to persons who wish to rent it.
- D. If during the last month of the Lease Tenant has moved out and removed all or almost all property from the Apartment, Owner may enter to make changes, repairs, or redecorations. The Rent will not be reduced for that month and this Lease will not be ended by Owner's entry.
- E. If at any time Tenant is not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this Lease, Owner and/or Owner's representatives are deemed to have an irrevocable license to enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible unless during this entry, Owner or Owner's representative is negligent or misuses Tenant's property.
- F. Owner may keep all equipment necessary to make repairs or alterations to the Apartment in the Apartment. Owner is not responsible for disturbance or damage to Tenant because of performing work or keeping the equipment in the Apartment. Owner's use of the Apartment does not give Tenant a claim of eviction. Owner may enter the Apartment to get to any part of the Apartment or Building.
- G. If Tenant takes any steps to interfere with or prevent Owner's access to the Apartment, Tenant agrees that Owner's foreseeable damages will include, but may not be limited to, lost rental from other tenants, and accordingly, in the event Tenant makes a request to any court to prevent access, before making such request, Tenant will give an undertaking equal to two months' rent of any tenant(s) who may be affected by the service which Owner seeks access to repair, replace, remedy or otherwise inspect.
- H. Tenant agrees that Owner and Owner's agents or representatives shall have the right, without liability to allow any of Tenant's designated "emergency contacts" (which may be changed by Tenant at any time on written notice to Owner) to enter the Apartment and inspect Tenant's personal property, without a court order or other authorization, if Owner at any time has reason to believe that Tenant is missing, deceased, unconscious, incompetent or otherwise unable to communicate with Owner. Such emergency contact(s) are also authorized to remove any documents (such as medical or other insurance information) that he or she deems necessary or desirable in order to attend to Tenant's affairs.

For purposes of this Paragraph 18, no advance notice shall be required prior to entry to the Apartment or the exercise of any other rights of Owner or Owner's agents or representatives under the Paragraph 18, but Owner and Owner's agents or representatives will, prior to entry to the Apartment, place a call to the Apartment by telephone or other communications system for the Building (and in any event, no such call shall be required in an emergency).

19. ASSIGNING; SUBLETTING

- A. Tenant may not assign this Lease or enter into a sublease with another party unless Tenant first obtains the written consent of Owner. Owner is not required to grant its consent, except as specifically required by law.

- B. You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by You in the manner required by Real Property Law §226-b and in accordance with the provisions of the Rent Stabilization Code and Law, relating to subletting or assigning. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a lease assignment properly made, at Your request in writing, Owner will end this Lease effective as of thirty days after Your request. The first and every other time you wish to sublet the Apartment, You must get written consent of Owner unless Owner unreasonably withholds consent following Your request to sublet in the manner provided by Real Property Law §226-b. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet. The proposed subtenant or assignee must qualify based on Owner's standards which may change from time to time. If you fail to pay Your rent, Owner may collect rent from subtenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release You from this Lease.
- C. In the event of an unauthorized assignment or sublease, Owner will be entitled to collect the rent from the occupant. Such acceptance will not be deemed a consent to the assignment or sublease, nor an acceptance of the occupant as a tenant and any payments received will be credited to the Tenant's liability to Owner. Any transfer of the tenant's interest, whether by operation of law or otherwise will be considered an assignment.
- D. Tenant will remain liable under this Lease after a sublease or assignment, unless released in writing by Owner.
- E. It is agreed that if the Owner consents to a sublet request by a Tenant in accordance with Real Property Law Section 226-b that the Owner will be entitled to collect the applicable sublet surcharge under The Rent Stabilization Code ("RSC"). RSC Section 2525.6 provides that upon the consent of the Owner to a sublet or an assignment of this Lease, the legal regulated rent payable to the Owner effective upon the date of subletting or assignment may be increased by the vacancy allowance or any special sublet guideline as promulgated by the Rent Guidelines Board, if any, provided that in the case of an assignment the legal regulated rent may also be increased by the increase provided in RSC Section 2522.8 (Rent adjustments upon vacancy or succession) prior to the application of any such vacancy allowance or special guideline increase as promulgated by the rent Guidelines Board for subletting or assignment. Such increase in the case of an assignment shall remain part of the legal regulated rent for any subsequent renewal Lease provided, however, in the case of a subletting, upon termination of the sublease, the legal regulated rent shall revert to the legal regulated rent without the sublet allowance.

20. DEFAULT

- A. The following are defaults under this Lease:
 - (1) Tenant fails to carry out or violates any agreement or provision of this Lease;
 - (2) Tenant and other legal occupants of the Apartment move out before this Lease ends and abandon the Apartment;
 - (3) Tenant fails to pay Rent in a timely manner more than four times in any twelve (12) month period after written notice from Owner (which written notice need not be a statutory rent demand) demanding that Tenant pay the Rent (Base Rent and/or Additional Rent).
 - (4) Tenant fails to take possession or move into the Apartment fifteen (15) days after beginning of this Lease.

- B. If Tenant defaults in any one of these ways, (other than a default in the agreement to pay Rent, which does not rise to the level set forth in subparagraph (A)(3) hereof), Owner may serve Tenant with a written notice to stop or correct the specified default within ten (10) days. Tenant must then either stop or correct the default within ten (10) days, or if the default cannot be corrected within the ten (10) days, begin to correct the default within ten (10) days and continue to diligently do all that is necessary to correct the default as soon as possible. Notwithstanding any provision hereof to the contrary, no notice of default shall be required in connection with a breach of subparagraph (A)(3) hereof.
- C. If Tenant does not stop or begin to correct the default within the requisite time period, or in the event of subparagraph (A)(3) hereof. Owner may give a Termination Notice that this Lease will end seven (7) days after the date the Termination Notice is sent to Tenant. At the end of the seven (7) day period, this Lease will end as if that date were the end of the Term stated in this Lease.
- D. If Tenant does not pay Rent when this Lease requires after a personal demand for Rent has been made, or within three (3) days after a statutory written demand for Rent has been made, or if the Lease ends, Owner may do the following: (a) enter the Apartment and retake possession of it if the Apartment is abandoned; or (b) go to court and ask that all occupants in the Apartment be compelled to move out; and/or (c) seek a money judgment.
- E. If Tenant or any Guarantor of this Lease (1) assigns property for the benefit of creditors, or (2) files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver for Tenant's property is appointed, Owner may give a thirty (30) days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the thirty (30) days, the Term will end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

Even if this Lease ends, Tenant will remain liable to Owner as provided elsewhere in this Lease.

21. REMEDIES OF OWNER AND TENANT'S LIABILITY

If this Lease is ended by Owner because of a default, or if Tenant fails to give the Apartment back to Owner when the Lease Term is over:

- A. Rent for the unexpired term is due and payable. For any time thereafter from the end of the Term stated in the lease until Owner obtains vacant possession of the apartment, Tenant must pay the greater of the rent that was due and payable under this Lease for the last month of the lease or the fair market value of the use of the Apartment until the end of a calendar month in which Owner recovers the Apartment empty of all occupants and has restored the condition of same as provided elsewhere in this Lease so that Owner can re-rent the same, as well as other damages caused to Owner as stated elsewhere in this Lease;
- B. Once Owner recovers vacant possession, Owner may re-rent the Apartment for a period of time which may end before or after the ending date of this Lease and Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease;
- C. Whether the Apartment is re-rented or not, Tenant will owe to Owner as damages:
 - (1) the difference between the Rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease; and
 - (2) Owner's expenses for attorney's fees, and all other costs, expenses, fees and/or disbursements, in order to get the Apartment back from Tenant and all occupants, advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental;

- (3) If Owner has re-rented the Apartment to a new tenant for a term following the end of the term of this Lease, and as a result of Tenant's failure to vacate the Apartment, the new tenant cancels, rescinds or fails to take possession, then Tenant will be responsible for all losses suffered by Owner, including but not limited to the rent for the entire term of the new tenant's lease.
- D. Tenant will pay damages in monthly installments on the day Rent would otherwise be due in this Lease, unless a different due date is specified in this lease for Additional Rent. Any legal action brought to collect one or more monthly installment of damages will not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid Rent and damages which Tenant owes Owner, Tenant is not entitled to receive the difference. Owner's failure to re-rent to another tenant will not release or change Tenant's liability for damages.
- E. If You move out of the Apartment (abandonment) before the end of the Lease without the consent of Owner, this Lease will not be ended (except as provided by law following Owner's unreasonable refusal to consent to an assignment or subletting requested by You). You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease.

22. ADDITIONAL OWNER REMEDIES

If Tenant does not do everything Tenant has agreed to do, or if Tenant does anything which shows that Tenant intends not to do what Tenant has agreed to do, Owner has the right to ask a Court to make Tenant carry out the agreement or to give Owner such other relief as the Court can provide. This is in addition to any other remedies in this Lease.

23. FEES AND EXPENSES

Tenant must reimburse Owner for any of the following fees and expenses incurred by Owner:

- A. Making any repairs to the Apartment or the Building which result from misuse or negligence by Tenant or persons who live with, visit, or work for Tenant;
- B. Repairing or replacing any appliances damaged by misuse or negligence;
- C. Any fine or penalty imposed and the cost of correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment, or the Building which Tenant or persons who live with, visit, or work for Tenant have caused, including but not limited to proper waste and recycling disposal and storage;
- D. Any legal fees, costs, expenses, fees and/or disbursements incurred by Owner or on Owner's behalf for i) required or desired legal notices given either under this Lease or required by law; and/or ii) legal actions or proceedings, or administrative proceedings brought by Owner against Tenant relating to this Lease or the Apartment, (including, but not limited to a lease default by Tenant, failure to move out on time, and/or failure to timely pay Rent); as well as iii) defending lawsuits, or administrative proceedings whether brought by Tenant against Owner relating to this Lease or Tenant's occupancy of the Apartment, or by any other person against Owner because of the actions of Tenant or persons who live with, visit or work for Tenant. This does not include any lawsuit by Tenant for personal injury or property damage, unless such claim(s) are included with other claims relating to this Lease or the Apartment;
- E. Removing all of Tenant's property after this Lease is ended;
- F. All other fees and expenses incurred by Owner because of Tenant's failure to obey any other provisions and agreements of this Lease;

These fees and expenses will be paid to Owner as Additional Rent upon Owner giving a bill or statement to Tenant. If this Lease has ended when these fees and expenses are incurred, Tenant will still be liable to Owner for the same amount as damages suffered by Owner upon demand by Owner.

24. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the negligence or misconduct of Owner or Owner's agents or employees, neither Owner nor Owner's agents and employees are liable or responsible to Tenant for any of the following: (1) any loss of or damage to Tenant or Tenant's property in the Apartment or the Building due to any accidental or intentional cause, or a theft or another crime committed in the Apartment or elsewhere in the Building; (2) any loss of, or damage to Tenant's property delivered to, or left with, any employee of the Building; (3) any damage or inconvenience caused by actions, negligence or violations of a Lease by any other tenant or person in the Building except to the extent required by law; (4) any loss or damage (including, without limitation, consequential losses) cause by or due to the installation, removal, operation, maintenance, malfunction, interference with or discontinuance of any telecommunications, cable or satellite television or internet service; or (5) any loss or damage caused by or due to any leaks in any air-conditioning unit or window. In the event of disruption of services or facilities as a result of a strike or other reason beyond Owner's reasonable control, there will be no reduction in Rent due under this Lease.

No employee of Owner can undertake any responsibility not provided for in this Lease, nor otherwise bind Owner to any obligation not expressly stated in this Lease unless the same is in writing and signed by an officer of Owner. No building employee is authorized to take possession of any of Tenant's possessions or property, to give any service to or for Tenant, or make any repair not scheduled through Owner's central office in advance. In the event that any employee does any of the foregoing, the employee will be considered to be acting on behalf of Tenant, and Owner will not be responsible for any act or neglect.

25. INTEREST ON OVERDUE PAYMENTS:

Tenant agrees that the payment of the Rent and any Additional Rent or any other charges under this Lease, other than electricity charges, must be made timely and is an important consideration in Owner renting the Apartment to the Tenant. In addition to all other remedies available to Owner, including, but not limited to any Late Charge due under Paragraph "4" hereof, all sums of Rent or Additional Rent or any other charges, which are not paid within ten (10) days of the date when due under this Lease, will bear interest from the original due date to the date of payment at a rate per annum which will be two (2) percentage points higher than the interest rate required to be paid on judgments for sums of money recovered in actions in the Supreme Court of the State of New York but not more than the highest rate of interest which will at such time be permitted under the laws of the State of New York. This interest rate will be payable so long as the amount due is unpaid, even if the amount has been included in a court judgment.

26. CREDIT CHECK

Tenant understands that as long as Tenant either occupies the Apartment or owes Owner money, Owner has a legitimate interest in assessing Tenant's credit worthiness. Accordingly Tenant authorizes Owner to conduct a credit check or credit checks as to all signatories of this Lease on a periodic basis at any time that Tenant is or may be obligated to Owner for any sum or sums. Owner may report unpaid Rent and damages to credit bureaus and/or agencies, without any liability to Tenant.

27. FIRE OR CASUALTY

- A. If the Apartment becomes unusable, in part or totally, or the Building becomes inaccessible because of fire, accident, weather, labor or materials shortages, war, terrorism, bio-terrorism, municipal emergency or other casualty affecting the Apartment, the Building or the area in which the Building is located, or by virtue of any order of any governmental, civil or military authority having jurisdiction, this Lease will continue unless ended by Owner under C below or by Tenant

under D below, but the Rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.

- B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.
- C. After a fire, accident or other casualty in or affecting the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving a written notice of this decision within 60 days after the date when the damage occurred. If the Apartment is usable when Owner gives Tenant such notice, this Lease will end 60 days from the last day of the calendar month in which Tenant was given the notice.
- D. If the Apartment is completely unusable because of fire, accident or other casualty and is not repaired in 30 days, Tenant may give Owner written notice to end the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund Tenant's Security and the *pro rata* portion of the Base Rent paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, Tenant and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

28. PUBLIC TAKING

The entire Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Lease will end on the date the government or agency takes title. Tenant will have no claim against Owner for any damage resulting. Tenant also agrees that by signing this Lease, Tenant assigns to Owner any claim against the Government or Government agency for the value of the unexpired portion of this Lease.

29. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, have legal priority over this Lease, and therefore this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this Lease. If this happens, Tenant will have no claim against Owner or such lease or mortgage holder. If Owner requests, Tenant will sign promptly an acknowledgment of the "subordination" in the form that Owner requests, and (if accurate) a written acknowledgment to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that Tenant has no present claim against Owner.

In the event of enforcement of a remedy by any holder of any such mortgage (a "Lender"), Tenant shall, subject to applicable legal requirements, if requested by a Lender as a result of such enforcement "attorn to" such Lender and recognize such Lender as the landlord under this Lease without change in the provisions of this Lease; provided, however, that such Lender shall not be 1) bound by any payment of Base Rent or any Additional Rent which may have been made more than 30 days before its due date, 2) liable for any previous act or omission of Owner (or its predecessors in interest), 3) responsible for any monies owing by Owner to Tenant or subject to any credits, offsets, claims, counterclaims, demands or defenses which Tenant may have against Owner (or its predecessors in interest), 4) bound by any agreement to undertake or complete any construction of the Building or any part of the Building, or 5) obligated to make any payment to Tenant other than any security deposit actually received by Lender. Tenant shall sign, within five days after requested by Owner, a written acknowledgement (if accurate) to Owner or any third party designated by Owner that this Lease

is in effect, that Owner is performing Owner's obligations under this Lease and that Tenant has no present claim against Owner, and Tenant shall, upon request by any Lender, sign an instrument or instruments confirming the "attornment" provision of this paragraph.

30. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT

If Tenant pays the Rent and any required Additional Rent on time and does everything agreed to do in this Lease, the Lease and the tenancy cannot be cut off before the ending date, except as provided for in other parts of this Lease.

31. BILLS AND NOTICES

- A. Notices to Tenant: Any notice from Owner or Owner's agent or attorney will be considered properly given to Tenant if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is addressed to Tenant at the Apartment and delivered to Tenant personally or sent by registered or certified mail or nationally recognized overnight courier to Tenant at the Apartment. An agent, attorney, or designated employee of Owner or its agent may sign the notice in the Owner's name. Any such notice will be deemed effective as of the date of delivery (if delivered personally or by messenger), one day after it is sent by overnight delivery service or on the next day after mailing that the United States Postal Service makes regular residential deliveries. If Tenant has provided an e-mail address at the beginning of this Lease (or such other e-mail address as may subsequently be provided to Owner in writing), Owner or its agent may provide notifications to Tenant at such address and service of any Notice hereunder will be deemed properly given if delivered by electronic mail to the designated e-mail address. Notice by e-mail will be deemed given when sent and need not be signed. Certain notices posted in the Building are intended for more than one tenant in the Building and such notices may be given (1) as an inclusion with Tenant's rent bill, (2) by posting such notice in or near the lobby of the Building, mail box, elevator and/or public area in the Building, or (3) by leaving the same under or at the door of Tenant's apartment. Such notice need not be signed and will be deemed given one day after it is sent, posted in the Building or left under or at the door of the Apartment. If there is more than one person signing this Lease as Tenant, each Tenant designates the other person(s) as his or her agent for the purpose of receiving notices, so that Owner need only give notice to one such person for a notice to be effective as to all persons who constitute Tenant.
- B. Notices to Owner: Any notice from Tenant must be in writing, signed by the Tenant and sent by registered or certified mail or nationally recognized overnight courier to Owner at the address noted on page 1 of this Lease with a copy to: Rose Associates, _____, and Rosenberg & Estis, PC, 733 Third Avenue, New York, New York 10017, Attn: Deborah Riegel or at another address which Owner or Agent has given Tenant in writing. Notices will not be considered to be given if left with the building staff.

32. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

Both Tenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of Tenant and Owner, as Tenant and Owner, or Tenant's use or occupancy of the Apartment.

If Owner begins any court action or proceeding against Tenant which asks that Tenant be compelled to move out, Tenant cannot make a counterclaim.

This Lease shall be deemed to have been made in the City and State of New York. Tenant's and Owner's rights and obligations shall be determined in accordance with the internal laws of the State of New York. Tenant shall submit to personal jurisdiction of the courts of the State of New York whose jurisdiction shall be exclusive in any action or proceeding arising out of this Lease or any other agreement or relationship between Tenant and Owner.

33. NO WAIVER OF LEASE PROVISIONS

- A. Even if Owner accepts Tenant's Rent or fails once or more often to take action when Tenant has not done what Tenant has agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of Rent does not prevent Owner from taking action at a later date if Tenant again does not do what Tenant has agreed to do.
- B. Only a written agreement between Tenant and Owner can waive any violation of this Lease.
- C. If Owner accepts an amount less than all the Rent due, the amount received will only be considered to be in payment of the earliest Rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the Rent due. No writing on any check or money order will be binding on Owner, even if the check or money order is deposited. Owner in its sole and absolute discretion has the right to designate which Rent and/or Additional Rent to apply any payments received.
- D. Any agreement to end this Lease or to end or change the rights and obligations of Tenant and Owner must be in writing signed by both Tenant and Owner or Owner's agent. Even if Tenant gives keys to the Apartment and they are accepted by any employee, or agent, or Owner, and/or in connection with Tenant moving out, Owner permits use of the service elevator, and/or does a move out inspection of the Apartment, this Lease is not ended, unless such surrender and release is in writing in the name of Owner by an officer of Owner at Owner's central office. Even if Owner accepts a payment for the Apartment from or which indicates the name of another individual this will not be considered a release of any obligation of Tenant under this Lease, nor an acceptance of such person as a tenant.
- E. In order for any written agreement to be binding on Owner, such agreement must be signed by an officer of Agent for Owner.

34. CONDITION OF THE APARTMENT

Nothing said by Owner, Owner's agent or superintendent about the physical condition of the Apartment, the Building or the land on which it is built have been relied on by Tenant. Tenant has not relied on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both Tenant and Owner. Tenant acknowledges that prior to signing this Lease, it inspected the Apartment and that by signing this Lease it is deemed to have accepted the Apartment in its present condition "as is". Owner has not promised to do any work in the Apartment, except as specified in the attached "Work Rider," if any. No employee or agent of Owner is authorized to bind Owner to do anything in the Apartment, unless it is in this Lease or signed by Owner. Any Owner's work must be in writing and signed by Owner or Owner's Agent. Tenant will have no claim against Owner because of or related to any noises, lights, aromas, scents or odors, whether the same come from inside the building, another residential or commercial tenant or occupant or outside of the building.

35. SUCCESSORS; PROHIBITED PERSONS

- A. The agreements in this Lease will be binding on Owner and Tenant and on those who succeed to the interest of Owner or Tenant (if anyone) by law, approved assignment or approved transfer. If more than one person is signing this Lease as Tenant, the obligations of this Lease are joint and several and each of the people signing this Lease as Tenant is fully responsible for the obligations of Tenant under this Lease, including, without limitation, the obligation to pay Base Rent and Additional Rent. Each individual signing as Tenant shall remain responsible for the obligations of Tenant under this Lease, even if this Lease is changed, renewed or extended, even if Tenant does not sign the extension, renewal or modification agreement.
- B. Tenant represents that he or she is not 1) listed on the list of "Specially Designated Nationals and Blocked Persons" ("SDN") promulgated by the Office

of Foreign Assets Control of the U.S. Department of Treasury pursuant to 31 C.F.R. Part 500 or 2) someone that Owner is prohibited or restricted from doing business with pursuant to the United States Patriot Act or any other law, rule, regulation, order or governmental action (and "Anti-Terrorism Law"). Tenant shall, on request of Owner, comply with any Anti-Terrorism Law. Notwithstanding any provision of this Lease to the contrary, in no event is Tenant permitted to assign this Lease, sublet the Apartment or engage in any other transaction relating to the Lease or the Apartment with and SDN and any such transaction shall be void.

36. LEASE NOT BINDING ON OWNER

This Lease is submitted for signature with the understanding that it will not bind Owner, in any way unless and until it has been executed by Owner and unconditionally delivered to Tenant. The submission of this Lease to Owner for Owner's signature will constitute a binding offer by the Tenant which cannot be revoked unless Owner fails to execute and deliver the same to Tenant within ten (10) days of Owner's receipt thereof.

If any term, covenant, condition, or provision of this Lease or Rider shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions, and provisions of this Lease or Rider other than those as to which any term, covenant, condition, or provision is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, condition, and provision of this Lease and Rider shall be valid and shall be enforceable to the fullest extent permitted by law.

It is agreed that this instrument cannot be changed orally and is subject to the review and approval of the Owner. The applicant hereby waives any claims against the Owner in the event this Lease is rejected for any reason. The Owner will in no event be bound, nor will possession be given unless and until this Lease is executed by the Owner and delivered to the Tenant. No representations other than those contained within this Lease Agreement have been made by Owner. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone, fully and completely expresses the agreement between Owner and Tenant.

37. SIGNS

Tenant acknowledges and agrees that (i) no sign, notice, advertisement or illumination shall be inscribed, placed or displayed on or at any window, terrace or balcony of the Apartment, (ii) no sign, notice, or advertisement may be placed in any public area of the Building, and (iii) Tenant shall not peddle, distribute or solicit any merchandise, book, periodical, circular, handbills, pamphlets, advertising material or otherwise, or solicit donations or contributions for or membership in any public or private organization in any public area of the Building.

38. DELIVERIES

Notwithstanding anything contained in any other paragraph of this Lease, Tenant will not deliver or cause to be delivered to Owner or Owner's employee or agent for delivery to Tenant or to any other person any item of property (packed or otherwise) which will have a value in excess of \$250.00. In no event will Owner be liable in excess of the sum of \$250.00 for loss or damage to any property (package or otherwise) which will be delivered to Owner's employee or agent for delivery and Tenant will indemnify and hold Owner harmless from any liability or claim in excess of \$250.00 for loss or damage to any such property which may be asserted by Tenant or any deliverer, shipper, owner of such property or other person. If any employee of Owner helps in parking or delivering any automobile or handling or delivering any packages, furniture, household goods, keys or other items, at Tenant's request, or at the request of any occupant or guest, the employee is acting only on Tenant's behalf and Owner is not responsible for any loss, accident, damage or liability. No employee of Owner can waive any of these restrictions, increase Owner's responsibility or otherwise bind Owner unless such employee is an Officer of Owner and does so in a writing signed by such officer in Owner's name. No employee of Owner is authorized to drive or attend to the automobile of any Tenant, guest or occupant of the Building.

39. ILLEGALITY

If any term in this Lease is illegal, that term will no longer apply. The rest of this Lease remains in full force.

40. LIMIT OF RECOVERY AGAINST OWNER

Tenant is limited to Owner’s interest in the Building for payment of a judgment or other court remedy against Owner.

41. OWNER’S CONSENT

If Tenant requires Owner’s consent to any act and consent is not given, Tenant’s only right is to ask the Court to force Owner to give consent. Tenant will not make any claim against Owner for money or subtract any sum from the Rent because such consent was not given. The terms of this paragraph shall not require Owner to grant any consent if Owner is not required to do so.

42. BROKER

No broker was involved in this Lease or, if a broker did bring about this Lease, Tenant has agreed with the broker to pay the fee. Tenant will hold Owner harmless from any claim for commission made by any broker, including all costs of defending any claim and reasonable attorneys’ fees by an attorney selected by Owner to defend it.

43. MILITARY SERVICE

Tenant understands that in order to protect Tenant if Tenant defaults in any legal proceeding affecting this Lease, Owner has requested that Tenant voluntarily disclose the following information. Owner represents that Owner will rely upon the following only if Tenant so defaults and that the decision of Owner to lease the Apartment to Tenant shall not be affected by the information provided.

Tenant represents that Tenant is not a member of, and is not dependent on any person who is a member of any branch of military service of the United States of America or the State of New York. Tenant shall promptly notify Owner in writing if for any reason Tenant hereafter becomes a member of, or becomes a dependent of anyone who is a member of any branch of military service of the United States of America or the State of New York with such notice stating the branch of the military service, the date Tenant’s service begins and the location of where Tenant is stationed.

NOTE: IF TENANT IS A MEMBER OF, OR IS DEPENDENT ON ANY PERSON WHO IS A MEMBER OF, ANY BRANCH OF MILITARY SERVICE OF THE UNITED STATES OF AMERICA OR THE STATE OF NEW YORK, TENANT MUST CROSS-OUT THE PRECEDING PARAGRAPH AND COMPLETE THE FOLLOWING PARAGRAPH:

Tenant represents that Tenant is in _____ branch of military service of the United States of America or the State of New York located or stationed at _____ or that Tenant is financially dependent upon _____ having an address of _____ who is in the _____ branch of military service of the United States of America or the State of New York.

44. MEMBERSHIPS AND ADDITIONAL FACILITIES

The Base Rent does not include use of building amenities or other recreational facilities which may be located in the Building from time to time, whether or not the same is operated by Owner, Owner’s agent, a tenant, vendee or licensee. Subject to the terms of paragraph “6” hereof, Tenant will be entitled to use such facilities on a non-discriminatory basis, subject to availability and on such terms as Owner and/or the operator of such facility may impose. Nothing herein will be construed as to give Tenant the right to displace existing non-tenant members or current users of such services and/or facilities, except as required by law. Nothing herein will be deemed to obligate Owner to continue providing such service or facility to enlarge,

modify or obtain additional resources regarding such services and/or facilities, or to restrict the amount that any operator thereof may charge for the use thereof, except as required by law.

45. INSURANCE INDEMNITY

- A. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, Tenant and Owner release and waive all rights of recovery against the other or anyone claiming through or under each by way of subrogation.
- B. Tenant must obtain and keep in full force and effect during the term of this Lease, a comprehensive renter's insurance policy with a replacement cost endorsement and waiver of subrogation clause in favor of Owner, its agents and employees. Such policy shall cover, among other things, loss of or damage to all property in the Apartment, loss of any property left in the care, custody or control of Owner or any of its agents or employees, loss of use of the Apartment and all other perils, commonly insured against by prudent residential tenants. Tenant's insurance shall carry minimum limits of \$250,000 per occurrence for bodily or personal injury and \$100,000 per occurrence with respect to property damage. Proof of insurance ("Certificate of Insurance") shall be supplied to the Owner prior to the Lease's commencement date and shall be effective from the commencement date of the Lease throughout the term. Failure to supply such proof of insurance ("Certificate of Insurance") prior to the commencement of the term, constitutes a default of this Lease. Owner's failure to demand a copy of the Certificate of Insurance shall not be deemed Owner's waiver of this provision. Tenant further agrees that in the event Tenant suffers any damage or loss to its property or for bodily or personal injury, Tenant shall first file a claim and look to its insurance policy before making any claim against the Owner and Tenant shall notify Owner of such damage, loss or injury.
- C. Prior to the Commencement Date, You must provide Owner with 1) a copy of such policy and 2) an original certificate signed by an authorized representative of Tenant's insurer, evidencing Tenant's compliance with the insurance requirements set forth in this Lease, and, thereafter, from time to time within 15 days of Owner's request.
- D. If Tenant has anyone perform work in the Apartment, make a delivery or install any item, Tenant must provide to Owner, prior to the start of any such work, evidence satisfactory to Owner of tenant's contractor's having policies of general liability insurance with builders risk coverage and workers' compensation insurance. Such policies must name Owner and its agents as additional insureds.
- E. Nothing in this Lease shall be construed to relieve Owner from responsibility directly to Tenant for any loss or damage caused directly to Tenant wholly or in part by the gross negligence or willful misconduct of Owner; but such liability shall be limited to actual losses that are in excess of the greater of the amount of insurance Tenant actually has and the amount of insurance Tenant is required to have pursuant to the terms of this Lease.
- F. Tenant hereby covenants and agrees to indemnify and hold Owner harmless from and against any and all loss, cost, claims, actions, judgments, damages, liabilities, or expenses, including reasonable attorneys' fees, in connection with damage to property or injury or death to persons, or any other matters, arising from or out of (i) Tenants, its agents, sub-lessees and assignees use and/or occupation of the Apartment; (ii) any occurrence at the Apartment; (iii) any breach of this Lease by Tenant; and (iv) the acts, omissions or negligence of Tenant and its agents or contractors. In case Owner shall be made a party to any litigation commenced against Tenant, then Tenant shall protect and hold Owner forever harmless and shall pay all reasonable costs and expenses, including attorneys' fees, incurred or paid by Owner in connection with such litigation.

46. RULES

- A. *Wild Animals.* For sanitary reasons Tenant will not provide food for wild birds in any manner, including, but not limited to, (i.e., bread crumbs, bird seed, etc.) by the installation of bird feeders from the terrace and/or windows or window sills.
- B. *Pets.* It is agreed between the parties that the Tenant will not keep, house or harbor a dog or any other animal in the apartment, for any reason whatsoever, without the written permission of the Owner. The harboring of a dog or any other animal constitutes a material violation of a substantial obligation of this Lease, and of the Tenant's tenancy. Tenant understands, acknowledges, and agrees that the harboring of a dog or any other animal without the Owner's permission constitutes a default of the Tenant's Lease, and that the Owner may commence summary proceedings to evict the Tenant from the apartment. Owner's permission to other Tenants in the Building to harbor dogs or any other animals does not constitute a waiver of this provision. If permission is given by the Owner to harbor a particular dog, this will not be construed as permission to harbor an additional dog or a different dog. In no event shall Tenant keep more than two (2) pets in the Apartment. This clause shall be applicable whether or not the permission is explicitly given or by reason of the New York City Pet Law. This consent, if given, can be taken back by Owner at any time on reasonable notice. No dog with weighs more than 25 pounds, or is reasonably expected to weigh more than 25 pounds when fully grown, shall be permitted under any circumstance. Dogs must be kept on a leash no more than five (5) feet in length at any time the dog is outside the Apartment. Cats must be kept in an approved pet container at any time they are outside the Apartment. Pets are not permitted in the lobby at any time and must be transported in and out of the Building through the service entrances. Dogs are not permitted on any grass, garden plot, terraces, balconies or the outside decks under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY TENANT IS A MATERIAL REQUIREMENT. TENANT'S FAILURE TO OBEY THIS RULE WILL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. If Owner grants Tenant consent to have a pet, such pet will be kept either on a leash or caged when in any of the common areas of the building or when any employee of Owner enters the Apartment to provide services to Tenant and/or perform repairs. Notwithstanding any provision to the contrary, Tenant acknowledges that certain pets are not permitted in the Building under any circumstances, as follows: monkeys, ferrets, snakes, rabbits, insects, reptiles and livestock. Tenant hereby acknowledges and agrees that no pet with any prior history of biting other animals or people shall be permitted, nor shall any dog which weighs more than 25 pounds, or is reasonably expected to weigh more than 25 pounds when fully grown. Pets may not be tied, staked or caged outside of the Apartment. Tenants living in an apartment with a balcony or terrace may not leave their pet on the balcony or terrace; free their pet on the balcony or terrace; or permit their pet to relieve itself on the balcony or terrace. Tenant acknowledges that it will be a serious violation of an important obligation of this Lease if (i) Tenant's pet is not at all times under Tenant's control; (ii) Tenant does not properly care for or clean up after its pet; (iii) Tenant's pet is disruptive to other Tenants in the Building, including, but not limited to, excessive noise; (iv) Tenant's pet creates or causes odors, which are disturbing to other tenants; (v) threatens the health or safety of any other tenant, invitee, employee or agent of Owner; (vi) Tenant fails to provide the name and contact information for the pet's veterinarian and/or; (vii) the pet is not inoculated and/or licensed, as required by law. To the fullest extent permitted by law, Tenant hereby indemnifies and holds Owner, its employees, agents, members, partners, directors and/or principals, harmless from and against any and all loss, costs, damages, judgments, expenses or claims arising out of or caused by Tenant keeping a pet in the Apartment, including, but not limited to, any damage to the

Apartment, the Building, other property of Owner, property of any third-party and/or personal injury.

- C. *Floors.* Apartment floors will be covered with rugs or carpeting to the extent of at least 80% of the exposed wooden floor area of the Apartment including hallways but excluding kitchens, pantries and/or bathrooms. Where carpeting is used, it will be laid over at least one layer of 40 ounces per foot padding or the equivalent. The manner of affixation will be so as to not damage the flooring underneath or the baseboard on installation or removal.
- D. *Windows.* Tenant will, at Tenant's own cost and expense wash the exterior and interior surfaces of all windows of the Apartment at regular intervals of not less than thirteen weeks. Windows will be kept securely closed and locked when no one is in the Apartment.
- E. *Hallways, Staircases, Common Areas.* Tenant acknowledges and agrees that (i) the public halls or stairways of the Building shall not be obstructed or used for any purpose other than ingress to or egress from the apartments in the Building, (ii) no fire tower in the Building shall be obstructed in any way, (iii) no public hall shall be decorated or furnished by any person in any manner, (iv) children shall not play in the public halls, courts, plaza, public terraces, lobby, elevators, or fire towers, (v) children shall not be fed or diapered in the lobby or in any other public areas of the Building, (vi) housekeepers and caregivers shall not congregate in the lobby or in other public areas of the Building, and (vii) children shall at all times be supervised by an adult while in the public areas of the Building. Tenant will not place or leave any personal property in the common areas of the building. This includes, but not limited to doormats, umbrellas, shoes, boots, bicycles, baby carriages, garbage, recyclables or storage items or any other items or personal property. Any property left in the hallways will be deemed abandoned and may be removed by Owner and discarded without any liability on behalf of Owner. Tenant will not hang or shake any items out of the doors or windows or in the stairways. Tenant will not alter the exterior of the entry door to the Apartment, and will not place stickers or other notices thereon. Apartment entrance doors will not be propped open. No one is allowed on the roof, except in areas designated by Owner. Tenant shall not enter any areas of the Building, including, but not limited to mechanical rooms or storage areas, which are under Owner's exclusive control. Tenant and all of Tenant's occupants and/or guests are strictly prohibited from riding bicycles, roller skating, rollerblading and/or skate boarding in the hallways, lobby or any other part or portion of the Building.
- F. *Elevators.* Tenant will use only the Service Elevator when moving into or out of the building or obtaining deliveries. Tenant will not use the elevators in swimsuits or when barefoot. Any move of furniture into or out of the building must be scheduled with Owner at least one week in advance, and Tenant may only use the service entrance and elevator for such move.
- G. *Soliciting:* Tenant will not go through the building for the purpose of vending, peddling or soliciting anything and will not distribute any book periodical flyer, handbill, pamphlet, circular or advertising material of any kind, except with the written consent of the solicited tenants, which has been supplied to Owner in advance and will not permit the same by any occupant of the Apartment, guest or invitee.
- H. *Noise and Smells.* Tenant will not permit any disturbing noises to be created in the Apartment between the hours of 10:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy any other occupant of the Building. This includes playing a musical instrument, television or radio, which can be heard from any adjacent apartment and/or common area. Tenant will not permit any condition to exist within the Apartment which causes smells or odors which may be detected in any apartment or part of the Building. No construction, repair work or other installation by Tenant that involves noise or vibration shall be conducted in any Apartment except on weekdays, excluding legal holidays, and only between the

hours of 9:00 a.m. and 5:00 p.m. Further Tenant shall not use, generate, store or dispose of any type of hazardous or toxic materials or substances at, from or in the Apartment or any area of the Building. Notwithstanding any provision to the contrary, musical instruments, including, but not limited to, pianos, may be played between the hours of 9am and 7pm only, and in no event for more than two (2) hours in the aggregate on any day, and shall be played at a level which cannot be heard in neighboring apartments. It is expressly prohibited for Tenant to utilize the Apartment in any capacity as a professional singer, musician or musical instructor, including, but not limited to, for rehearsing or providing either musical instrument or voice lessons.

- I. *Exposed Wires.* Tenant will not permit exposed wires for appliances or fixtures in violation of the Building Code or Electrical Code or any other provision of law.
- J. *Blinds.* Owner will provide building standard blinds of such uniform design and color as Owner may determine in all windows of the Apartment. Tenant understands that such blinds are essential to the proper operation of the building air conditioning system. Tenant will not remove any of the building standard blinds unless it obtains Owner's permission to replace them, and will keep the same lowered whenever the sun is shining on the windows of the Apartment during the cooling season. Tenant also understands that the space between the inside face of the windows and the building standard blinds will be used for ventilation and circulation of heat and cooling from the peripheral convector units. Accordingly, Tenant will leave such space unencumbered and will not apply to the glass nor place any materials or devices in such space. Any draperies or additional light shielding devices will be installed by Tenant on the room side of the building standard blinds and in such a way as to not impede such ventilating, heating and cooling.
- K. *Waste Disposal.* Tenant will comply with all rules and directions of Owner and Owner's Agent concerning the location, manner and method of disposal of waste, refuse, garbage and recyclables.
- L. *Moving:* Tenant will schedule all moving of furniture including, but not limited to move-in and move-outs with Owner's central office at least one week in advance.

47. DIPLOMATIC IMMUNITY

- A. The use of the Premises for the purposes specified in the Lease shall not include offices of a governmental agency, or government (including, without limitation, an autonomous governmental corporation or any entity having governmental immunity), or a diplomatic or trade mission.
- B. If Tenant has complied with the Lease provisions relating to subletting and assigning and Owner has not exercised its options pursuant to the Lease and the Law within the requisite time frames, its consent to the proposed assignment or subletting shall not be unreasonably withheld; provided, however, that it may withhold consent thereto if in the reasonable exercise of its judgment it determines that the assignee or sublessee shall have or enjoy diplomatic immunity.
- C. Tenant hereby irrevocably waives any and all immunity to which it may otherwise be entitled under the Foreign Sovereign Immunities Act of 1976 ("FSIA") and the International Organization Immunities Act of 1945 ("IOIA") or any amendment thereto or similar statute or otherwise in any action or proceeding, including summary dispossession proceedings, arising, directly or indirectly out of or relating to this Lease. Tenant further agrees that, should Owner or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Tenant arising, directly or indirectly, out of or relating to this Lease, no immunity from such suit, action or proceeding will be claimed by or on behalf of Tenant. Tenant also irrevocably acknowledges that by entering into this Lease, Tenant is engaging in a commercial activity in the United States. Tenant, by Tenant's signature below, hereby irrevocably waives

any immunity or defense under FSIA or IOIA or otherwise, as to the attachment prior to the entry of judgment, attachment in aid of execution, or the execution upon a judgment entered in a New York State court or a federal court sitting in New York regarding tenant's security deposit or Owner's right to dispossess or evict Tenant and regain possession of the Apartment pursuant to court order; all such waivers shall not be subject to retraction or modification by tenant.

48. BARBECUING

Barbecuing is not permitted at any time in the Apartment, on Tenant's terrace or on the grounds of the Premises except in areas designated by Owner if any, for such use and in accordance with all rules Owner may impose in connection with same, unless Tenant receives express written permission from the Owner which the Owner may withhold for any reason.

49. LOCKS

Tenant is not permitted to change and/or add additional locks to the front door of the Apartment unless Tenant receives express written permission from the Owner. Tenant must also provide Owner with a key to any and all of the Apartment front door locks so that Owner or Owner's agent may enter the Apartment in case of emergency. If Tenant fails to provide Owner with any and all necessary keys in order to gain entrance into the Apartment and entrance is necessary, Owner may break any and all locks to gain such necessary entrance. Any and all costs associated with and/or damage caused by Owner's entrance shall be the sole responsibility of the Tenant and will be added to Tenant's rent bill as additional rent.

50. BICYCLE STORAGE ROOM

If there is a bicycle storage room in the basement of the building, Owner makes no representation that such bicycle storage room will be available to Tenant. If available, space in the bicycle room may be obtained on a first come, first served basis pursuant to a separate bicycle storage agreement, for which Owner may charge a fee.

51. DHCR

It is agreed that where the Owner has proper cause and grounds to apply to the N.Y. State Division of Housing and Community Renewal (N.Y.S.D.H.C.R.) for relief, and where, upon proper application, either presently pending or made hereafter, the Owner is found to be entitled to an increase in rent over and above the amount set forth in this Lease, the parties agree;

- A. To be bound by the determination of the N.Y.S.D.H.C.R.
- B. That where the N.Y.S.D.H.C.R. has granted an increase in rent, the Tenant agrees to pay such increase in the manner set forth by the N.Y.S.D.H.C.R.
- C. Despite anything contained in paragraph (a) and (b), it is agreed in the event that an order is issued increasing the stabilized rent because of Owner hardship, the Tenant may, within thirty (30) days of his receipt of a copy of the order by the N.Y.S.D.H.C.R., cancel his Lease on sixty days written notice to the Owner. During said period prior to vacating the canceling Tenant may continue in occupancy at no increase in rent.
- D. That the rent provided for in this Lease may be increased or decreased retroactively to the commencement of this Lease, to conform to the lawful Rent Guidelines or any changes in the Guidelines which apply to this Lease as issued by the New York City Rent Guidelines Board.
- E. This Lease and all riders shall continue in full force and effect, and except as modified above, shall in no way be effected by this provision.
- F. The rent provided for in this Lease may be increased during its term pursuant to an order of the New York State Division of Housing and Community Renewal (N.Y.S.D.H.C.R.). If the Rent Guidelines Board should change the currently adopted increase levels, the Owner and Tenant further agree that the Tenant will be responsible for paying any retroactive rent increase incurred during the

Tenant's Lease term pursuant to an Order of the N.Y.S.D.H.C.R., even if the Tenant vacates the premises.

52. RENT STABILIZATION LAW OR CODE

- A. To the extent that any change in the Rent Stabilization Law (or any other applicable law) or the Rent Stabilization Code reduces any obligation of or increases any benefit for the Owner, such change shall be deemed applicable to this Lease on the effective date of such change.
- B. Tenant acknowledges receipt of the Rent Stabilization Lease Rider – a copy of which is attached hereto.

53. RENT INCREASE FOR MAJOR CAPITAL IMPROVEMENT

Owner advises You that an application for increase in stabilized rent on the ground of a building-wide major capital improvement dated _____ Docket No. _____ is now pending before the State Division of Housing and Community Renewal (Agency). Such application involves the following major capital improvements which are now completed or in progress:

You agree that the stabilized rent herein may be increased during the term of this Lease by reason of such improvement as of a date and in the amount permitted by an order from the Agency.

54. WINDOWS, LIGHT OR VIEW OBSTRUCTION

In the event any windows, light, or view in the apartment shall become obstructed, in whole or in part, as a result of the erection of a building or structure or otherwise, such occurrences shall not be deemed a breach of this Lease or any of Owner's obligations hereunder and this Lease shall remain in full force and effect without any right by Tenant to make a claim for damages, nuisance, abatement of rent or otherwise. If Tenant's apartment contains one or more "lot line" window(s), Tenant is advised that a building or structure may be erected on adjacent property which may completely block the said lot line window(s).

55. PROPERTY LEFT BY PRIOR TENANT

Tenant acknowledges that in the event a Tenant elects to keep any property left in the Apartment by a prior tenant, the Owner is not obligated to replace, repair or maintain any such property.

56. TOILETS

Toilets and other hydraulic apparatus in your Apartment and the Building shall not be used for any purposes other than those for which they are constructed. Tenant may not deposit any sweepings, cat litter, rubbish, rags or other articles into the toilets. The cost for any repairs resulting from Tenant's misuse shall be Tenant's sole responsibility and shall be added to Tenant's rent bill as additional rent.

57. TENANT MISREPRESENTATION

Owner has reasonably relied upon all representations made by Tenant in applying to lease an apartment, absent which reliance Owner would neither have offered nor executed this Lease. It is agreed that in the event the Tenant's application for an apartment which application is incorporated by reference herein, and made a part hereof, make any misrepresentation or untruthful statement, Owner may treat same as a violation of the covenant of this Lease, and the remedies provided under the terms of this Lease in the event of violation of the terms hereof shall become applicable thereto in addition to which Owner may seek rescission of this Lease by reason of such misrepresentation. In the event the Owner shall discover or ascertain such misrepresentation or untruthful statement before the commencement of the term hereunder, the Owner shall have the right to terminate this Lease and refuse occupancy to the Tenant.

58. ILLEGAL ACTIVITIES

It is expressly agreed and understood that any Tenant, any member of Tenant's family, Tenant's employees, guests, or invitees who conduct any illegal trade, or manufacture, or other illegal business, or activity in the Building, the Apartment, common area or grounds surrounding the Building shall be subject to immediate eviction from the premises.

59. VEHICLES

No vehicle belonging to the Tenant or to a member of the Tenant's family, guest, employee of the Tenant shall be parked in such manner to prevent or obstruct access to any entrance or driveway of the Building.

60. SMOKE FREE BUILDING

Tenant acknowledges that scientific studies have shown that second hand smoke, smoke created by the burning of tobacco or other substance by one individual which is present in the environment and which may be inhaled by other individuals, poses a significant health risk. Due to the increased risk of fire and the known health effects of secondhand tobacco smoke, smoking is prohibited in the entire Building, including inside every residential units, including the Apartment, all common areas and areas within 15 feet of entrances, windows, doors and air-intake units. This rule applies to tenants and any other persons on the premises, including guests and servicepersons,

- A. "Smoking" means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or any form of lighted object or device that contains tobacco or any "e-cigarette".
- B. The failure to comply this paragraph shall constitute a violation of a substantial obligation of tenancy.
- C. Nothing in this provision shall make the Owner or its agents and employees the guarantor of Tenant's health or of the smoke free condition of any Apartment or common area of the Building. In the event you believe that any other tenant, and/or any other person in the Building or the Apartment, including guests and servicepersons, has violated this restriction, you must immediately notify Owner in accordance with the terms of this Lease. Owner is not required to take any steps in response to smoking unless Owner has been given written notice of said smoking.

61. PREVENTING MOISTURE AND MILDEW

- A. Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control in the Apartment and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Tenant shall: (i) maintain the Apartment in clean condition, dust the Apartment on a regular basis and remove any visible moisture accumulation in or on the leased premises, including on windows, walls, floors, ceilings, bathroom fixtures, and other surfaces; mop up spills and thoroughly dry affected area as soon as possible after occurrence; and (ii) not block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment and keep climate and moisture in the Apartment at reasonable levels.
- B. Tenant shall promptly notify management in writing of the presence of the following conditions: (i) any evidence of a water leak or excessive moisture or standing water inside the Apartment or in any Common Area or the garage at the Building; (ii) any evidence of mold or mildew-like growth in the Apartment that persists after tenant has tried several times to remove it with a common household cleaner containing disinfectants and/or bleach, (iii) any failure or malfunction in the heating, ventilation and air conditioning systems or the laundry equipment, if any, in the Apartment; and, (iv) any inoperable doors or windows.
- C. If Tenant fails to comply with the provisions of this Article, then, in addition to Tenant's obligation to indemnify Owner in accordance with the terms of this

Lease for all damage, loss, cost and expense, including attorneys fees and disbursements, suffered or incurred by Owner in connection with said failure to comply, Tenant shall also be responsible for all damage or loss to and all costs and/or expenses suffered or incurred by Tenant, Tenant's personal property and other occupants of the Building and their respective personal property.

62. MOVING IN AND OUT

Tenant acknowledges that it shall comply with all of Owner's rules and regulations relating to moving in and/or out of the Building, as same may be modified or supplemented from time to time. No less than forty-eight (48) prior to moving into or out of the Building, Tenant shall contact Owner to make an appointment for the use of the Building's freight elevator. Tenant must deliver to Owner, prior to obtaining such appointment, a certificate of insurance from its moving company naming Owner, Rose Associates and _____, as additional insureds. Tenant hereby assumes all risks associated with his/her move into or out of the Building, including, but not limited to, the entry by Tenant and his/her agents onto the Building and/or the Apartment and indemnifies and holds Owner harmless from and against any and all damage caused by Tenant and his/her agents.

63. GUARANTY

Tenant acknowledges and agrees that the information contained in the annexed Guaranty, if any, is true and accurate. Tenant shall provide updated information if any of the information provided by Guarantor changes at any time. Tenant further agrees that in the event of the death or insolvency of Guarantor, Tenant shall be obligated to provide to Owner a replacement Guaranty from a Guarantor with adequate financial resources, in Owner's judgment.

The parties, understanding their agreements and obligations under this Lease, have signed this Lease and agree to be bound by the provisions hereof.

**OWNER: Alexander's of Rego
Residential LLC, Owner and Landlord**

BY: Alexander's Inc., its sole member

BY: _____

TENANT:

TENANT:

GUARANTY

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Tenant of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Tenant is not paying rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Tenant so that Owner may sue Guarantor directly without first suing Tenant. The Guarantor further agrees that his guaranty shall remain in full effect even if the Lease is renewed, changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty.

Dated: New York, New York
 , 20__

_____ Witness

_____ Guarantor

_____ Address

_____ Phone

_____ Business Address

_____ E-Mail

Rider to Lease: Submetering

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED AS OF _____, 2014 BETWEEN ALEXANDER'S OF REGO RESIDENTIAL LLC (LANDLORD) AND _____ (TENANT) REGARDING APARTMENT __ IN THE BUILDING LOCATED AT 61-35 JUNCTION BOULEVARD, REGO PARK, NEW YORK 11374, IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

1. The Resident acknowledges that while Consolidated Edison Company of New York, Inc. (Con Edison) or another local utility and/or energy services company (individually or collectively, the "distribution utility") will be the provider of electricity to this building (the Building) and that the Owner will be paying the charges for such electricity directly to this entity or entities (or its successor or successors), the Resident will be required to pay the Owner for the use of electricity at the Apartment on the basis of a separate (submetered) charge that will be billed to the Resident by the Owner or its third-party billing company on a monthly basis. The Resident also acknowledges that, on [], 2014, in Case []: Notice of Intent to Submeter Electricity at 61-35 Junction Boulevard, Rego Park, New York 11374, Located in the Territory of Consolidated Edison Company of New York, Inc., the New York State Public Service Commission (PSC) approved the Owner to submeter electricity to the Building's Residents. In the event of non-payment of electric charges, the Owner shall afford the Resident all notices and protections available pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including but not limited to termination of service, is commenced.
2. The rate calculation to be used is the Con Edison Service Classification SC-1 for direct metered service. Specifically, the Resident's kilowatt hour (kWh) usage will be multiplied by the Con Edison Service Classification SC-1 tariffed rate for a billing period.

The Con Edison Service Classification SC-1 rate is a combination of various items, including, but not limited to:

Basic Customer Charge: This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.

kWh Cost: This energy charge is broken down into four separate components – market supply, monthly adjustment, delivery (transmission and distribution).

Systems Benefit Charge (SBC)/Renewable Portfolio Standard (RPS): This is an additional charge per kWh.

Fuel Adjustment: The sum of Market Supply Charge (MSC) and Monthly Adjustment Charge (MAC) adjustment factors.

Utility Tax: The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax.

Sales Tax: The current New York State (NYS) sales tax.

The following is an example of the formula that will be used to derive the Resident’s electricity charges based on the current Con Edison Service Classification SC-1 rate and a monthly use of 250 kWh:

Type of Charge	Calculation	Total
Basic Charge		\$YY.YY
kWh	.XXXXX times 250 kWh	\$YY.YY
Systems Benefit Charge	.XXXXX times 250 kWh	\$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250 kWh	\$ Y.YY
Subtotal		\$YY.YY
Utility Tax	.XXXXX times Subtotal YY.YY	\$ Y.YY
New Subtotal		\$YY.YY
Sales Tax	New Subtotal YY.YY times .045000	\$ T.TT
	New Subtotal YY.YY plus T.TT	\$ZZ.ZZ
Resident Cost		\$ZZ.ZZ

All Con Edison rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading “P.S.C. No. 10 – Electricity.”

In no event will the total rate for a billing period (including any monthly administrative charge) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers (*see* 16 NYCRR § 96.1 [i]).

The Owner or its third-party electric billing company will read the meters and process a bill based on the Resident’s actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit (*see* 16 NYCRR § 96.6 [j]).

3. If the Resident has a question about the electric bill or believes it is inaccurate, please contact our Management Office by telephone at (212) 210-6626 or by mail at Alexander’s of Rego Residential LLC, c/o Rose Associates, 200 Madison Avenue, 5th Floor, New York, New York 10016-3912. The Owner shall investigate and respond to the Resident in writing within fifteen (15) days of the receipt of the complaint. As part of this response, the Resident shall

be advised of the disposition of the complaint and the reason therefore. If the Resident continues to believe the complaint has not been adequately addressed, then the Resident may file a complaint with the PSC in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

4. The Resident will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC. At any time, the Resident may contact the PSC in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.
5. The Resident may request balanced billing for your electric charges. Balanced billing divides the electric costs into equal monthly payments. Periodically, the balanced billing amounts will be reviewed and adjusted as necessary. At the end of one year, the Resident shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.
6. If the Resident has difficulty paying the electric bill, you may contact the Owner by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If the Resident can show financial need, the Owner can work with you to determine the length of the agreement and the amount of each monthly payment.
7. Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of someone living with you is threatened. When the Owner becomes aware of such hardship, the Owner can refer you to the Department of Social Services. Please notify the Owner if either of the following conditions exist:
 - (a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health.
 - (b) **Life Support Equipment.** You and/or those living with you suffer from a medical condition requiring electricity service to operate a life-sustaining device. You must provide a medical certificate from a doctor or local board of health.
8. Special protections may be available if the Resident and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled.
9. If the Resident is age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.

10. The Resident may designate a third party as an additional contact to receive notices of past due balances for your electrical charges.
11. As a residential customer for electricity, the Resident also has certain additional rights assured by HEFPA.
12. Any submetering refunds will be credited to a submetered Resident affected by the Owner's actions that led to such refunds provided that the Owner has such contact information for such Resident.
13. The Resident agrees that at all times the use of electricity in the Apartment shall never exceed the capacity of existing feeders to the Building or the risers, wiring, or electrical installations serving the Apartment. The Resident shall not make any alterations, modifications, or additions to the electrical installations serving the Apartment.
14. The Owner shall have the right to suspend electric service to the Apartment when necessary by reason of accident or for repairs, alterations, replacements, or improvements necessary or desirable in the Owner's judgment for as long as may be reasonably required by reason thereof and the Owner shall not incur any liability for any damage or loss sustained by the Resident or any other occupant of the Apartment as a result of such suspension. The Owner shall not in any way be liable or responsible to the Resident or any other occupant for any loss, damage, cost, or expense that the Resident or any occupant of the Apartment may incur if either the quantity or character of electric service is changed or is no longer available or suitable for the Resident's requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the utility company serving the Building or for any reason or circumstances beyond the Owner's control. Except as may be provided by applicable law, the Resident shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.
15. If the Owner or its third-party billing company fails to deliver a bill to the Resident for the use of electricity at the Apartment for any given billing period, then such failure shall not prejudice or impair the Owner's right to subsequently deliver or cause its third-party billing company to deliver such a bill to the Resident, nor shall any such failure relieve or excuse the Resident from having to pay to such bill, except as may otherwise be provided by applicable law.

ALEXANDER'S OF REGO
RESIDENTIAL LLC, Owner and Landlord

By: Alexander's Inc., its sole member

Resident

BY: _____

Date

Date

EXHIBIT 7

Alexander's of Rego Residential LLC

March 20, 2014

Mr. David Desanti
General Manager, Central Energy Services
Consolidated Edison Company of New York, Inc.
4 Irving Place
New York, NY 10003

Re: Notice of Intent to Submeter Electricity at 61-35 Junction Boulevard, Rego Park, New York 11374

Dear Mr. Desanti:

Please be advised that on March 20, 2014, Alexander's of Rego Residential LLC submitted to the New York State Public Service Commission a notice of intent to submeter electricity at the above-referenced property, which is located within the service territory of Consolidated Edison Company of New York, Inc.

Enclosed for your convenience is a copy of this notice.

Thank you for your attention in this matter.

Sincerely,

Alexander's of Rego Residential LLC

/s/ Joseph Macnow

Signature

By: Joseph Macnow, Authorized Signatory

Name (printed), Title

Alexander's of Rego Residential LLC

Company Name

cc: John T McManus, Esq. (*via electronic mail*)
Kerri Ann Kirschbaum, Esq., Senior Staff Attorney (*via electronic mail*)
Consolidated Edison Company of New York, Inc.

EXHIBIT 8

ENERGY SAVING TIPS FOR YOUR APARTMENT HOME



LIGHTING

- Replacing 15 inefficient incandescent bulbs in your home with energy-saving bulbs could save you about \$50 per year.
- Keep your curtains or shades open to use daylight instead of turning on lights. For more privacy, use light-colored, loose-weave curtains to allow daylight into the room.
- Use timers to turn off lights when you're away from home.
- The following types of light bulbs are more energy efficient than the traditional incandescent light bulb:
 - **Energy-saving/halogen incandescent bulbs** are 25% more efficient and last three times longer.
 - **CFL bulbs** use about 75% less energy and last up to 10 times longer. These bulbs contain a small amount of mercury and should be handled carefully if broken, and recycled at the end of their lifespan.
 - **LED bulbs** use about 75% less energy and last up to 25 times longer.



KITCHEN APPLIANCES

- Your apartment is equipped with an ENERGY STAR dishwasher and refrigerator.
- Use your dishwasher efficiently, as it uses the same amount of energy whether full or mostly empty when a cycle is run.
- Let your dishes air dry; if you don't have an automatic air-dry switch, turn off the control knob after the final rinse and prop the door open slightly so the dishes will dry faster.
- Don't keep your refrigerator or freezer too cold. Recommended temperatures are 37°-40° F for the fresh food compartment and 5° F for the freezer section.
- Cover liquids and wrap foods stored in the refrigerator. Uncovered foods release moisture and make the compressor work harder.



HOME ELECTRONICS

- ENERGY STAR-labeled office equipment is widely available.
- Using an ENERGY STAR computer can save 30%-65% energy.
- Laptops consume less energy than desktop computers.
- Screen savers on your computers do not reduce energy in the way a sleeping or turned-off computer can.
- Turning off electronics when not in use, or plugging AC adapters into power strips that can be turned off, can result in significant energy savings.
- Use rechargeable batteries, as they are more cost effective than disposable batteries.



LAUNDRY

- Your apartment is equipped with an ENERGY STAR clothes washer.
- Dry towels and heavier cottons in a separate load from lighter-weight clothes.
- Don't over-dry your clothes. If your machine has a moisture sensor, use it.
- Clean the lint screen in the dryer after every load to improve air circulation and prevent fire hazards.
- Consider air-drying clothes on drying racks. Air drying is recommended by clothing manufacturers for some fabrics.



THERMOSTAT

- When you are home and awake, set your thermostat as low as is comfortable. When you are asleep or out of the house, turn your thermostat back 10°-15°. A programmable thermostat can make it easy to set back your temperature.
- We recommend you watch this ENERGY STAR podcast on thermostat operation: www.energystar.gov/index.cfm?c=products.pr_podcasts

For further information and tips on how to conserve energy in your apartment home, please visit:

ENERGY STAR: www.energystar.gov/index.cfm?c=products.es_at_home_tips_renters10

U.S. Department of Energy: www.energy.gov/energysaver/articles/tips-renters-and-property-owners

conEdison: <http://www.coned.com/energyefficiency/>

EXHIBIT 9

PACKAGED TERMINAL AIR CONDITIONER (PTAC) CERTIFIED DRAWING

DWG. NO.
SUA-10953
 REV. -

PROJECT	REGO PARK	DATE	02/27/14	BY	AG	REVISIONS										
PURCHASER	EPIC MECHANICAL	P.O. #	QTY	DATE	BY	DESCRIPTION										
ARCHITECT	SLCE ARCHITECTS LLP	SHIP DATE	SLEEVES													
ENGINEER	AKF ENGINEERS LLP		HTG COIL													
HVAC CONTR.	EPIC MECHANICAL		ENCLOSURE													
GEN. CONTR.	LEND LEASE		CHASSIS													
DESIGNATION	MODEL NUMBER	QTY	ENCLOSURE (1)		SLEEVE (2)		LOUVER (3)		HTG COIL (6)(7)		MOTORIZED VALVE		HEAT STAT		HTG COIL FRAME	
			STD	SPCL	STD	SPCL	STD	SPCL	STEAM	HOT WATER	YES	NO	YES	NO	YES	NO
PTAC 5	8RSAN07	38											794			794
PTAC 4	8RSAN09	236														
PTAC 3	8RSANI3	238														
PTAC 2	8RSANI5	40														
PTAC 1	8RSANI8	242														
TOTAL		794	734	60	734	60	440			794	794					

MOTORIZED VALVE
 NORMALLY OPEN

UNIT SPECIFICATIONS+

GENERAL NOTES:

- ROOM ENCLOSURE IS FURNITURE TYPE PAINT-GRIP STEEL.
- WALL SLEEVE IS #18 GAUGE GALVANIZED STEEL WITH POWDER COATED FINISH.
- LOUVER IS EXTRUDED ALUMINUM, WITH CUSTOM COLOR.
- IT IS RECOMMENDED THAT THE ELECTRICAL OUTLET IS INSTALLED OPPOSITE TO THE HEATING RISERS.
- N.Y.C. DEPARTMENT OF BUILDINGS ACCEPTED. MEA 250-93-E.-VOL. II
- HEATING COIL QUANTITY AND BREAKDOWN BY MECHANICAL CONTRACTOR.
- HEATING ASSY TO BE KNOCK DOWN TYPE WITH PROTECTING COVER. ASSEMBLY INSTRUCTIONS PROVIDED.
- SEE ACCOMPANYING DRAWINGS FOR UNIT CONFIGURATION.
- STANDARD ROOM COLOR ENCLOSURE TO BE CUSTOM.
- PROVIDE LOUVERS FOR ALL MASONRY OPENINGS. LOUVERS FOR PANEL WALL OPENINGS PROVIDED BY OTHERS.
- REFRIGERANT CHARGE: R-410A
- WASHABLE ALUMINUM MESH FILTERS

CUSTOM NOTES:

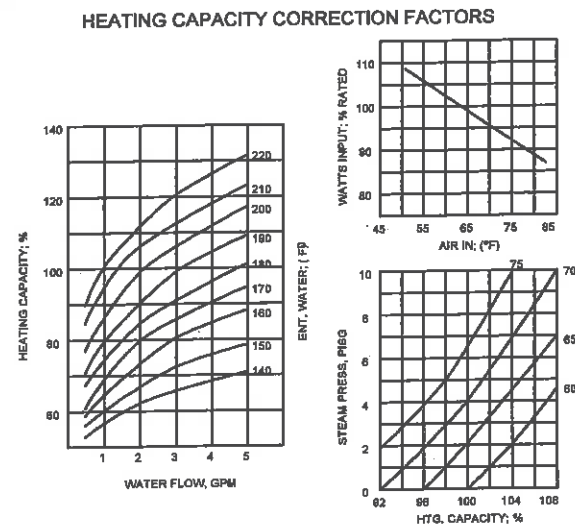
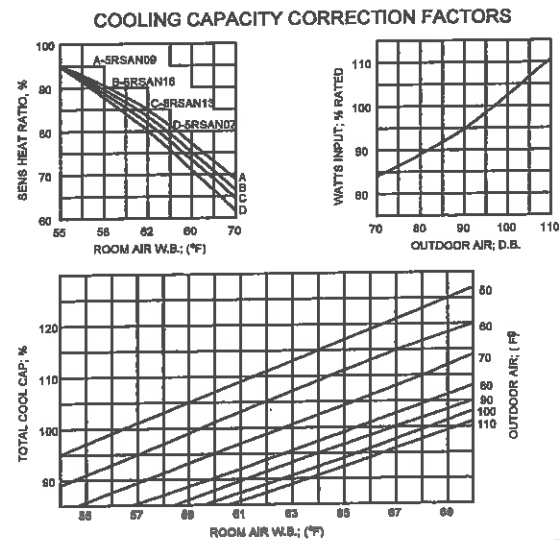
- FACTORY INSTALLED MOTORIZED VALVE BODIES.
- CUSTOM LOUVER COLOR (TO MATCH BRICK).
- CUSTOM ENCLOSURE COLOR (TO MATCH WINDOW MULLION).
- MANUAL OUTSIDE AIR DAMPER.
- 12 TEMP ELECTRIC HEATING COILS FOR LEASING OFFICE.
- 1 SET OF EXTRA FILTERS (794).
- ENCLOSURE MOUNTED DIGITAL THERMOSTATS.
- CUSTOM SLEEVES + ENCLOSURES ON FLOORS 4TH THRU 23RD (60 TOTAL).

SERIES MODEL #	8RSAN07	8RSAN09	8RSANI3	8RSANI5	8RSANI8
COOLING CAPACITY*	7,500	9,600	12,700	15,000	16,600
EER	11.9	11.2	11.0	10.1	9.4
HEATING CAPACITY (HOT WATER)	17,200	17,200	17,200	19,500	19,500
VOLTAGE	208/230	208/230	208/230	208/230	208/230
AMPERAGE	3.2	4.3	5.6	7.2	8.5
WATTS	655	885	1,155	1,485	1,765
CFM ROOM AIR HIGH	350	350	450	450	450
CFM ROOM AIR LOW	260	260	350	370	370
CFM ROOM HEAT HIGH	260	260	350	370	370
CFM ROOM HEAT LOW	210	210	210	210	210
CFM OUTSIDE AIR	60	60	60	60	60
WEIGHT NET/SHIP	113/129	117/133	117/133	132/148	141/157

SPECIFICATION NOTES:

- * = BTUH @ 80°F. DB/67°F. WB INDOORS; 95°F. DB OUTDOORS.
- ** = BTUH @ 200°F. E.W.T.; 65°F. E.A.T. & 2 G.P.M. FLOW RATE.
- FOR CAPACITIES AT CONDITIONS OTHER THAN THOSE SHOWN IN NOTES 1-2 ABOVE USE GRAPHICS BELOW.

PERFORMANCE DATA



+ PER ICE AIR'S ONGOING DEVELOPMENT PROGRAM, SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE

PRODUCT SPECIFICATIONS
PACKAGED TERMINAL AIR CONDITIONER (PTAC)

ICE AIR HI SPEC™ UNITS
'RSAN' SERIES UNITS

1. Equipment: Provide "RSAN" Series Packaged Terminal Air Conditioners (PTACs), as manufactured by Ice Air, LLC.
2. Components: Air conditioner to consist of wall sleeve, exterior louver, heating coil assembly, cooling chassis and room enclosure. Units to operate at either 115 volt, 208 / 230 volt, or 265 / 277 volt, single phase, 60 hertz circuits.
3. Wall Sleeves: Wall sleeve exterior dimensions to be 42" wide x 16" high to comply with US DOE requirements for new construction PTACs. Wall sleeve to be factory fabricated of 18 gauge galvanized steel and to be shipped with a mechanically-attached temporary coated cardboard filler panel at the exterior for weather protection. Cardboard filler panel to be removed prior to chassis and louver installation. Wall sleeve to have built-in pitch of at least ¼" and to be fabricated with an angled rain lip for proper drainage to the exterior of the building. Wall sleeves for masonry locations to be factory fabricated to match the full wall depth at each location; wall sleeves with field-installed extension pieces are not acceptable. Wall sleeves for panel wall locations are to be provided with optional adjustable-height support legs and galvanized steel sleeve angles to attach to the building panel wall system.
4. Louvers: Exterior louver to be horizontal, extruded aluminum blade-type construction with clear anodized (painted Duranar) finish. Louver to be supplied with stainless steel fastening hardware and must be capable of being installed from within the wall sleeve. **Louvers at panel wall locations to be supplied by others.**
5. Chassis: Cooling chassis to be a self-contained, slide-in assembly consisting of a sealed refrigerant system, evaporator and condenser sections with separate PSC motors (single motor units are not acceptable) (provide optional EC motor), manual (optional motorized) outside fresh air damper, unit mounted controls and line cord (junction box for 265 / 277 volt applications). Provide a permanent, washable aluminum or polyester mesh filter with each unit.
- 5a. Refrigeration System: Sealed refrigerant system to consist of high efficiency rotary compressor, copper tube / aluminum fin evaporator and condenser coils, refrigeration metering device consisting of a capillary tube expansion system and interconnecting tubing. System to be factory

charged and sealed and capable of operating in the cooling mode to an outdoor ambient temperature of 35° F. All units to be manufactured with R410A Green refrigerant; units containing R22 or R407C refrigerant are not acceptable.

- 5b. Evaporator Section: Evaporator motor and tangential blower wheel to be mounted above the evaporator coil. Tangential blower wheel to be fabricated from aluminum or glass filled ABS thermo plastic material and to be directly driven by a multi-speed PSC (optional EC) motor with built-in thermal overload protector. Evaporator section to contain an integral injection molded plastic drain pan, draining into a minimum 2.50 square inch drain section.
- 5c. Condenser Section: Condenser section to contain a separate PSC (optional EC) motor and metal or glass filled ABS thermo plastic material propeller fan with an integral slinger ring. Condenser motor to cycle with compressor and to run during the cooling cycle only.
- 5d. Condensate Disposal: Condensate to drain from the indoor evaporator pan into a dedicated condensate well within the exterior condenser base pan through a minimum 2.50 square inch drain section. Condensate disposal to be accomplished by the entrainment of water particles in the condenser air stream and evaporation upon the hot condenser coil. No building condensate drain lines are to be required.
- 5e. Chassis Sheet Metal: Chassis sheet metal parts to be manufactured entirely of 18 gauge and 20 gauge galvanized steel. Chassis base pan to be powder coated inside and out to prevent corrosion of sheet metal pan. Chassis to be manufactured with steel rails that mate with the wall sleeve interior flanges and create a positive weather seal using crushable pressure-sensitive foam tape, thereby preventing air and water infiltration.
- 5f. Unit Controls: Unit controls to include a digital controller with integral electronic thermostat. Controller to be seven-day programmable type (optional non-programmable). or remote wall mount thermostat. Include standard low-temperature control to activate motorized heating control valve below 45°F. interior room temperature, and Freezestat to be mounted on the evaporator coil.
- 5g. Manual Outside Air: Provide manual outside air damper with chassis mounted actuator. (Optional motorized outside air is available).
- 6. Heating Assembly (Hydronic Heat): Heating Assembly to consist of a snap-in galvanized steel cradle and heating coil, with optional (Normally Open) (Normally Closed) motorized heating control valve. Motorized valve to be provided with Molex-type pin connector for plug-in electrical

connection to the chassis, and to be actuated by the unit thermostat. Heating coil to be fabricated of copper tubing, mechanically expanded into aluminum fins. Coils to be supplied either right- or left-handed in quantities specified in building plans. Entire heat assembly to permanently mount onto the wall sleeve horizontally above cooling chassis and to have proper pitch built into the cradle assembly to ensure correct drainage of condensate water towards the return line (in steam systems). Supply of all required valves and fittings, other than the motorized valve, is by others. Motorized valve to be shipped loose for field installation (optional factory attachment to heat assembly).

7. Room Enclosure (Cabinet): Room enclosure to be flat top (optional slope top) type and to be fabricated of 18 gauge galvanized paint grip furniture steel. Enclosure front cover to be fabricated from 20 gauge galvanized steel and to be removable without the use of tools. Enclosure to be finished in (Antique White) (Arctic White) (optional Custom Color) baked powder coat finish. Room enclosure to mount to wall sleeve. Provide concealed flanges with clearance holes as an alternate means of enclosure attachment by fastening directly to the interior wall. Enclosure kick plate to be vertically adjustable.
8. Warranty and Code Compliance: Unit to be guaranteed free of defects in material and workmanship for one year from date of delivery. Provide (OPTIONAL) additional 2nd through 5th year compressor parts warranty. Units to be ETL listed for safety in the United States and Canada, to have New York City MEA and BEC approvals, to be in compliance with all local, state and federal energy efficiency and building codes and to be tested in accordance with current ARI standards.