

AMPS-ELEMCO, Inc.

1324 Motor Parkway, Suite 112, Hauppauge, NY 11749
Tel (631) 761-8557 * Fax (631) 582-4182

April 23, 2013

**State of New York
Department of Public Service
3 Empire Plaza
Albany, NY 12223**

**Attention: Mr. Jeffrey C. Cohen
Acting Secretary of the Commission**

Ref: Submetering Notice for

111 Third Avenue Realty Corp.

111 Third Avenue

New York, New York 10003

Dear Mr. Cohen:

As required by Part 96 of the New York State Public Service Law, we have prepared this letter to file a Notice to utilize submetering for the 111 Third Avenue Realty Corp. This project consists of one building located at 111 Third Avenue, New York, New York 10003.

The owner of the buildings is as follows:

**111 Third Avenue Realty Corp.
111 Third Avenue
New York, New York 10003
(See Attachment 4)**

The complex is a Cooperative with 155 units that are presently direct metered by Con Edison, and the Cooperative shareholders have approved submetering.

At this time we are submitting a Notice to submeter the 155 apartments which presently are direct metered. There is a single Con Edison meter for the building covered by this Notice. There are presently 32 rental stabilized apartments in the building. There are no low income rental units in the building. The submetering of the 32 rental units will not be implemented until the approval to Submeter is received from DHCR. The application to DHCR will be submitted after receipt of the PSC approval to submeter. There will be no reduction in rent as the rent stabilized apartments are presently direct metered customers of Con Edison and are responsible for their electric charges.

The Cooperative will retain AMPS-ELEMCO, Inc (a submetering company) or similar contractor to perform meter readings and billing services including the preparation of monthly bills for the apartments. The equipment will be installed by AMPS-ELEMCO.

We submit the following as per Paragraph 96.5 for this project:

- (1) The building contains 155 cooperative apartments of which 32 apartments are rentals.**
- (2) The economic advantage of submetering will allow the shareholders/ tenants the ability to control their usage of electricity and conserve energy thereby reducing their electric charges as well as reduce the cost for electricity by purchasing at the bulk SC-8 rate.**
- (3) The submeters to be installed are Intech21, Inc PM2104 individual meters (see attached cut sheet, Attachment 1).**
- (4) All apartments shall be billed at the bulk rate paid by the Cooperative to Con Edison and its ESCO . Specifically, the electric consumption in each individual unit will be multiplied by the calculated kilowatthour rate (Kwh rate). The Kwh rate will include supply and delivery charges, fuel adjustment charge, and systems benefit charge. The Kwh rate will be multiplied by each units Kwh usage. In no case shall any shareholder/ tenant pay more (including monthly administrative charges) than the Con Edison Company of New York SC-1 residential rate. Any apartment that has a rental tenant shall not be billed for electricity until a new rental lease is signed by the tenant indicating his responsibility for his electric usage.**

- (5) With regard to the resolution of complaints involving electric service, the shareholder/tenant shall first present to the managing agent a written complaint, which may be in letter format, including the action or relief requested. The managing agent shall investigate and respond to the complainant in writing within ten days of receipt of the complaint. The managing agent intends to utilize the submetering meter reading company to assist in the investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reason therefore. If the complainant is dissatisfied the managing agent's response, he or she may request a review of said determination by filing a written protest within fourteen days from the date of the response to the managing agent. The PSC can be contacted at anytime by the complainant. The contact information for the PSC is identified in the 111 Third Avenue HEFPA Plan.**
- (6) Shareholder's/Tenant's have the right under the Home Energy Fair Practices Act to file a complaint with the NYS Public Service Commission. All shareholders/ tenants shall be advised of their rights under the Home Energy Fair Practices Act. Contact to the PSC can be made at anytime.**
- (7) The Owner will identify to each shareholder/ tenant that the apartments are being submetered, and that the shareholder/tenant is responsible for the electric energy consumed by his/her apartment. Additionally, the shareholder/ tenant notification shall specify the following:**
- i. Complain Procedures**
 - ii. Tenant Protections**
 - iii. Enforcement Actions**
- (8) The billing process will be performed by AMPS-ELEMCO, Inc. or a similar firm under contract to the Cooperative. Each shareholder/ tenant shall receive a monthly invoice which will include the following:**
- (a) The start date of the billing cycle**
 - (b) The meter reading on that start date**
 - (c) The end date of the billing cycle**
 - (d) The meter reading for that end date**
 - (e) The total Kwh consumed in the billing period**
 - (f) The name and phone number to contact should there be any questions**

- (g) An individual account number for each tenant, which will appear on the monthly bill
- (9) The submetering system at the present time does not have the capability to individually terminate electricity for any single unit.
- (10) All meter reading data and billing calculations will be documented and maintained for a 6 year period for each unit.
- (11) There is no rent reduction for this cooperative complex. All shareholders/tenants are presently billed for electricity as direct metered customers of Con Edison.
- (12) The building does not utilize electric heat, the cooperative utilizes steam heat.
- (13) The Building will participate in a building level demand response program.

We have included as Attachment 2 the draft HEFPA Plan for 111 Third Avenue Realty Corp. as part of this Notice.

We have also attached a copy of our notification letter to Consolidated Edison Company of New York notifying them that electric submeters are being installed (Attachment 3).

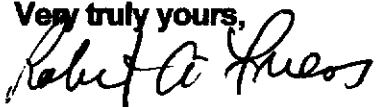
The Shareholder/Tenant Energy Efficiency Plan is attached as Attachment 5.

Attachment 6 is a copy of the notice that will be provided to shareholders regarding the initiation of electrical submetering at 111 Third Avenue, upon issuance by the Commission Staff of a Case Number for this Notice.

Attachment 7 contains a copy of the rental lease used for the rental apartments at 111 Third Avenue.

If you have any questions regarding this application, please do not hesitate to contact Mr. Robert A. Friess of AMPS-ELEMCO, Inc. I can be reached at (631) 761-8557 x 13.

Very truly yours,



Robert A. Friess, P.E.
President

ATTACHEMENT 1

INTECH21, INC. PM2104 METER CUT SHEET

Power Meter PM-2104

1. Brief Description

The Power Meter PM-2104 is designed and developed by Intech21, Inc. for the purpose of accurate metering of the electrical power, current, demand, voltage and consumed energy for a single phase three-wire power distribution systems, particularly in the apartment buildings.

In addition it has a built-in temperature sensor, two digital or dry contact outputs and a radio communication device.

The temperature measurements provide information to the buildings Boiler Control system for more efficient boiler functions.

The digital or dry contact outputs could be used by the building management system for Direct Load Control to limit the total electrical demand of the building.

The built-in Radio Communication device is configured as a Wireless Network Node allowing the Power Meter to participate in a Wireless Control Network of the building.

The Wireless Control Network is designed to simplify the deployment and reduce the cost of installation of Building Monitoring and Control systems, which standard operation is to perform a variety of Data Acquisition and Control functions, e.g. Power Meters reading, Smoke Detectors monitoring, Temperature Sensors reading, operating the Electrical Power Load Control devices for power savings etc. The system is WEB-enabled with central database for easy user access to the buildings real-time information's and the stored data analysis.

As the Wireless Network has self-configuring features with an intrinsic structural hierarchical optimization, the Network units don't require hardware preprogramming prior to installation and the units are easily interchangeable, which reduces the demands to the personnel.

The Power Meter's backlit LCD display shows the measured real-time data and also capable of displaying the arbitrary text messages provided by the Network, e.g. billing information.

The Wireless Network operates in 902-928MHz frequency band dedicated for non-licensed Industrial Scientific Medical (ISM) applications in the USA. Versions for another frequency bands are also available.

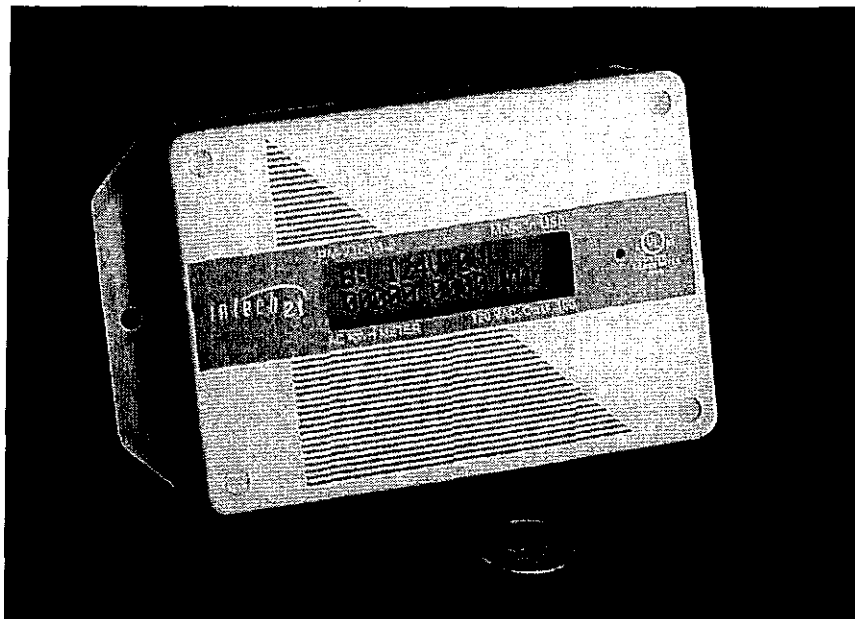


Fig 1. PM-2104. Front view

2. Specifications

| | |
|--|---|
| Power Meter Type | Self-Contained Three Wire Two-Element Solid-State Meter, Class 100 |
| Baseline Standards | ANSI C12.1, ANSI C12.16, UL3111-1, CSA22.2 NO. 1010-1 UL Listed 36NB |
| Voltage and Frequency rating | 120 V, 60 Hz |
| Test Current | 15 A RMS |
| Voltage Input Configuration | Single-phase, 3-wire: Line A, Line B and Neutral |
| Voltage Input | Rear terminal block, 120 V RMS +30%, -50% Connecting Wires: 14AWG to 12AWG |
| Transient Overvoltages | According to INSTALLATION CATEGORIES II |
| Current Input | Rear terminal blocks for the external Current Transformers, 2000:1, 100 A RMS per element. Connecting Wires 16AWG to 14AWG |
| Load Power Factor | -0.5 to +0.5 |
| Measured Parameters | <ul style="list-style-type: none"> Total Energy Consumed in the range from 00000.0000 kWh to 49999.9999 kWh with overflow to 0 Lines A and B voltage in the range from 60 V RMS to 160 V RMS Lines A and B load active power in the range from 0 W to 15000 W Demands based on a programmable interval of time Temperature |
| Energy Measurement Error | <1% |
| Data Retention | During a Power Outage the Measured Energy is stored in the EEPROM |
| Power Consumption | < 0.5W (<0.8VA) |
| Display | Backlit LCD alphanumeric display 16x2 characters. Shows Measured Parameters and/or the informational messages. |
| Wireless Interface | Built-In Wireless Interface for Automatic Meter Reading. Complies with Part 15 of the FCC Rules ISM License-Free Frequency Band: 902 MHz - 926 MHz RF Transmitted Power: 0 dBm |
| Electric Load Control Outputs | Options: <ol style="list-style-type: none"> Two normally opened dry contacts Two solid state relays' outputs |
| Thermal Load Control Temperature Measurement Range | Range: -10°C to +85°C (13°F to 185°F). Accuracy: ±0.5°C |
| Size | 3.5 x 6 x 1.6(2.8 with the internal current transformers) inches |
| Environmental Conditions | <ul style="list-style-type: none"> Indoors use. Placement: Enclosed Power Distribution Panel or Wall-Mount Temperature Range: 5°C to +50°C Altitude up to 2000m Maximum relative humidity 80% for temperatures up to 31°C decreasing linearly to 50% relative humidity at 40°C POLLUTION DEGREE 2 in accordance with IEC664 |
| Weight | < 1 lb |

3. Installation and Operation

The Power Meter can be installed inside a power distribution panel or wall-mounted by a qualified technician.

1. Pass the power line cables through the external current transformers' holes (CTA and CTB).
2. Connect the current transformer wires (twisted pairs) to the appropriate current input terminal blocks.
3. Connect the Neutral, Line A and Line B voltage wires to the Power Meter's voltage input terminal block. After the Neutral and at least one Line wire are connected the Power Meter starts to function: the LED blinks and the LCD displays the energy, line voltages and load powers.
4. Secure the Power Meter using the mounting flanges.

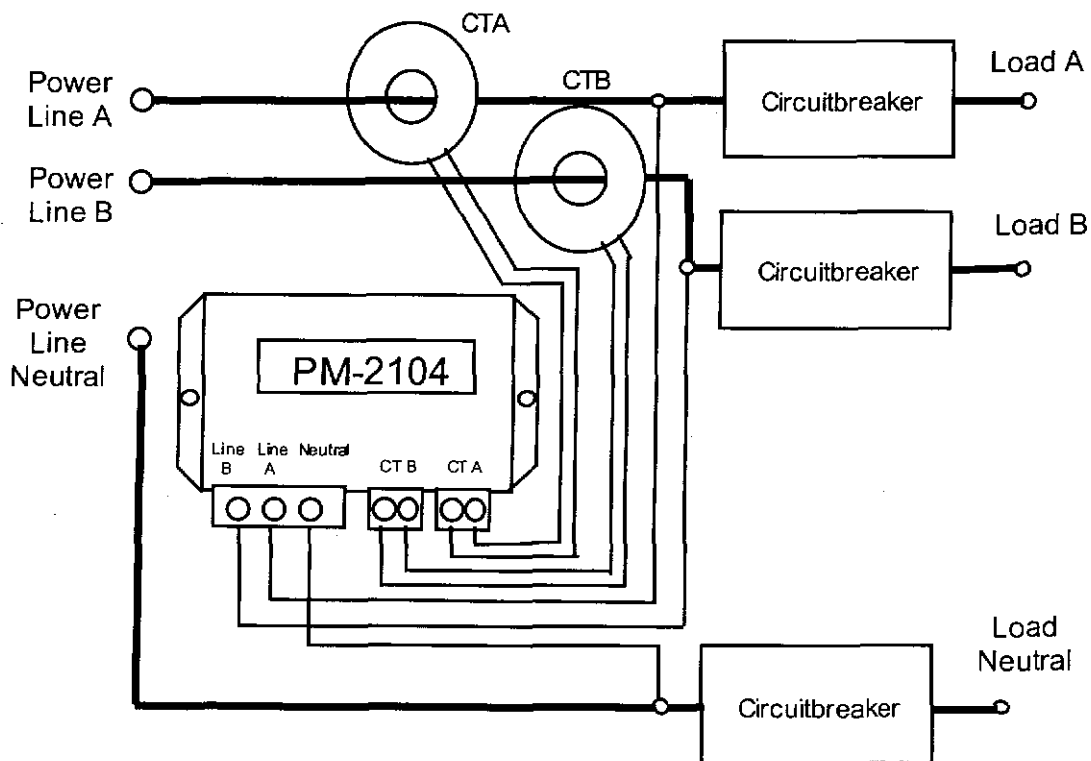


Fig 2. Power meter Installation Diagram

4. Display Data Representation

The lower line of the LCD constantly displays the Measured Energy in kWh. Displayed string example: "00001.6847 kWh". See Fig 1.

Every 4 seconds the upper line of LCD displays a new string of data representing measured voltage and load power for phase A or B. Displayed string example: "A: 123V 1275W".

Also the upper line of the LCD periodically displays the Status Information or Text Messages. See the Wireless Network manual for the details.

A load can also be connected between the Load A and Load B terminals if this load is designed for 240VAC. The consumed energy metering in this case is also performed accurately, though the displayed power value is divided between the phases proportionally to the line voltages.

After being energized the Power Meter needs no maintenance.

5. Technical Support

For technical support please contact the Intech21, Inc. When requesting technical support for PM-2104 please include the following information:

- Power meter serial number.
- Please provide the type of the current transformers used.

Address: Intech21, Inc.
50 Glen Street,
Glen Cove, NY
11542, USA

Tel: (516)-656-5581
Fax: (516)-656-5583

E-mail: joead@intech21.com

ATTACHEMENT 2

111 THIRD AVENUE REALTY CORP. HEPPA PLAN

HEFPA IMPLEMENTATION PLAN

111 THIRD AVENUE REALTY CORP.

111 Third Avenue
New York, New York 10003

1. Deferred Payment Agreement Package
2. Budget Billing Agreement
3. Late Payment Procedures
4. Complaint Resolution Plan
5. Termination of Electric Service Plan
6. Disclosure Statement

**1. Deferred Payment Agreement
Package**

- A. Deferred Payment Agreement
- B. Asset Evaluation Form
- C. Past Due Reminder Notice

Residential Deferred Payment Agreement

Customer's

Name: _____

Address: _____

Account #: _____

The total amount owed to 111 Third Avenue Realty Corp. for this account as of MM/DD/YYYY is \$XX.XX.

111 Third Avenue Realty Corp. 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 the down payment by MM/DD/YYYY, you will be entering into a payment agreement and by doing so will avoid termination of service.**

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, 111 Third Avenue Realty Corp. may terminate your service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, 111 Third Avenue Realty Corp. may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement, please call the 111 Third Avenue Realty Corp. C/O Majestic Property Management Corp at 516-773-2740.**

Payment of Outstanding Balance:

Your current monthly budget amount is: \$XX.XX

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 our program immediately.

☐ **Yes! I would like Budget Billing**

Residential Deferred Payment Agreement

Acceptance of Agreement:

Customer's Signature: _____

Date: _____

This agreement has been accepted by 111 Third Avenue Realty Corp.. If you and 111 Third Avenue Realty Corp. cannot negotiate a payment agreement, or if you need further assistance, you may contact the Public Service Commission at 1-800-342-3377.

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned your contract may be terminated and 111 Third Avenue Realty Corp. may pursue suspension of your electric service.

Please return the completed document to 111 Third Avenue Realty Corp., C/O Majestic Property Management Corp., 60 Cutter Mill Road, Suite 303, Great Neck, New York 11021.

Asset Evaluation Form

Unit Owner's Name: _____

Account No.: _____

1. Employer Name, Address and Phone Number

2. What is your monthly income?

3. Please identify all other forms of income (Unemployment, Disability, and Public Assistance) and the amounts of each

4. Please list all checking and savings accounts and balances:

5. Please list all credit cards, balances due and the amount of the monthly payment on each:

6. What is your monthly mortgage or rent payment? _____

7. List other assets (i.e., Stocks and Bonds):

8. List other debts (bank loans, credit lines, utility bills, etc.) and the amount of the monthly payment on each:

9. Identify all other monthly expenditures by amount:

- Food expenses \$ _____
- Medical expenses \$ _____
- Telephone bills \$ _____
- Utility bills \$ _____
- Mandatory loan/credit
card payments \$ _____
- Other \$ _____

**SPECIAL PROTECTIONS
REGISTRATION FORM**

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

111 Third Avenue Realty Corp.
C/O Majestic Property Management Corp.
60 Cutter Mill Road, Suite 303
Great Neck, New York 11021

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 Owner 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 Owner is blind (Legally or Medically)
- ☐ Unit Owner has a permanent disability
- ☐ Unit Owner/resident of my house has a Medical Hardship (type):

- ☐ Unit Owner/resident of my house 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(to provide this is 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 or if the service might be turned off. As "Caregiver" I understand that I am not responsible for payment of this bill.

Caregiver/Agency

Address

Apartment

Town/City

Zip

Telephone Number Daytime

Evening

Designee Signature

Past Due Reminder Notice

Customer's Name: _____

Premise Address: _____

Account Number: _____

On MM/DD/YYYY, you signed a Residential Deferred Payment Agreement 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 charges, in order to avoid 111 Third Avenue Realty Corp. exercising its right to terminate your electric service. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your contract with us.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at 516-773-2740 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social service office.

The total amount owed to 111 Third Avenue Realty Corp. for this account as of MM/DD/YYYY is \$XX.XX.

111 Third Avenue Realty Corp.
C/O Majestic Property Management Corp.
60 Cutter Mill Road, Suite 303
Great Neck, New York 11021

2. Budget Billing Agreement

Budget Billing Plan (“Plan”)

Customer’s Name: _____

Address: _____

Account #: _____

Under this Plan, 111 Third Avenue Realty Corp. is to provide services in return for your agreement to make payments according to the terms of this Plan.

This 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.

Such equal 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 last 12 months actual consumption. If the service address for which you will be billed under this Plan is a new property, which has not been served or for which 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

The Plan shall be subject to regular review for conformity with actual billings. 111 Third Avenue Realty Corp. reserves the right to recalculate such monthly payment to reflect either an increase or decrease in the average monthly consumption. 111 Third Avenue Realty Corp. reserves the right to recalculate your budget billing account monthly.

Each month, you will be billed the equal monthly payment and you will be required to pay such amount stated on the bill. Your bill will also 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, 111 Third Avenue Realty Corp. reserves its right to initiate termination of your electric service pursuant to the Home Energy Fair Practices Act and the procedures outlined in this HEFPA plan..

In the last month of the Plan, 111 Third Avenue Realty Corp. will true up your account based on a comparison of the billing under this billing plan and the amount you would have been charged for the budget period if you were not on the plan. If you owe 111 Third Avenue Realty Corp. 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

Acceptance of Agreement

Customer's Signature:

Date:

Return one signed copy to the 111 Third Avenue Realty Corp. 111 Third Avenue Realty Corp., C/O Majestic Property Management Corp. by MM/DD/YYYY.

HEFPA Quarterly Billing Plans ("Plan")

Customer's Name: _____

Premise Address: _____

Account Number: _____

Under this plan, 111 Third Avenue Realty Corp. agrees to provide services in return for your agreement to make payments according to terms of this Plan.

The Customer confirms that he/she is greater than 62 years old, and that the Customer's bills in the preceding 12 months starting on MM/DD/YY and ending on MM/DD/YY, did not exceed \$150.

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

On the dates specified above, you will be billed for actual charges incurred and you will be required to pay such amount stated on the bill. If you fail to pay the bill when it is due, 111 Third Avenue Realty Corp. reserves its right to initiate termination of your electric service pursuant to the Home Energy Fair Practices Act and the procedures outlined in this HEFPA plan..

☐ **Yes! I would like Quarterly Billing:**

Customer's Signature: _____

Date: _____

Return one signed copy to the 111 Third Avenue Realty Corp., C/O Majestic Property Management Corp., 60 Cutter Mill Road, Great Neck, New York 11021 by MM/DD/YY.

3. Late Payment Procedure

Late Payment Procedures

111 Third Avenue Realty Corp. reserves the right to charge a late payment fee. The late payment fee shall be consistent with the 111 Third Avenue Realty Corp. policies regarding the unpaid balance of any bill for electric service including accumulated late payment interest for electric service provided to its Shareholders/Tenants. The invoice to each Shareholder/Tenant will provide the following:

1. The amount billed
2. Late payment charge, if applicable, for past unpaid bills
3. Due date for payment after which a late payment charge will be applicable

All charges for late payments will not be imposed for a minimum of 30 days beyond a bill payment date.

If 30 days have passed since a bill payment was due and the Shareholder/Tenant has not paid the bill, 111 Third Avenue Realty Corp. may add a late payment charge of up to 1.5% per month on the unpaid balance to the next bill.

Late payment fees shall not apply to any charges subject of a pending complaint before 111 Third Avenue Realty Corp. or the Public Service Commission.

4. Complaint Resolution Plan

Complaint Resolution Plan

Regarding the resolution of complaints involving electric service, the Shareholder/ Tenant shall first present to the managing agent or representative, a complaint which may be in letter form or telephone call, including the action or relief requested. The managing agent or representative shall investigate and respond to the complaint in writing with ten days of the receipt of the complaint. The managing agent intends to utilize the submetering company and/or its submetering consultant, where appropriate, to assist in the investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reasons therefore.

If the complainant is dissatisfied with the managing agent's or representative's response, he or she may request a review of said determination by filing a written or verbal protest within fourteen days from the date of the response to the managing agent or representative. No particular form of protest is required.

The complainant can also contact the Public Service Commission at New York State Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or 90 Church Street, New York, New York 10007 or call their toll free HELP Hotline at 1 (800) 342-3377, access their website at www.dps.state.ny.us and file a complaint. The website can be accessed for any information on HEFPA.

RIGHTS AND COMPLAINT PROCEDURE

As a Shareholder/Tenant customer for electricity you have certain rights assured by Home Energy Fair Practices Act (HEFPA).

This statement is an overview of those rights and the Management Company's policies and procedures. Our representatives are available to assist you at 516-773-2740. If you have an electrical emergency, please call us at 516-773-2740. If you would like to contact us by mail, please write to us at (111 Third Avenue Realty Corp., C/O Majestic Property Management Corp., 60 Cutter Mill Road, Suite 303, Great Neck, New York 11021). Your satisfaction is important to us, therefore if after speaking with one of our representatives, you believe your questions have not been resolved, please ask to speak with a supervisor. If you have any complaints that are not satisfied after speaking with a supervisor for electrical service, the customer shall first present to the managing agent or representative a written or verbal complaint which may be in letter form including the action or relief requested to AMPS-ELEMCO. Inc, 1324 Motor Parkway, Hauppauge, New York 11749, 631-582-8266. The managing agent or representative shall investigate and respond to the complaint within ten (10) days of receipt of the complaint. If the complaint is concerning the sub-meter malfunction we shall arrange for testing the sub-meter within ten (10) days. To investigate your complaint, the managing agent may utilize the sub-metering company and /or its sub-metering consultant to assist in an investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reason therefore. If the complainant is dissatisfied with the managing agent or representative's response he/she may request a review of said

determination by filing a written or verbal protest within fourteen (14) days from the date of the response to the managing agent or representative.

No particular process form is required. The complainant can also contact Public Service Commission at New York State Department of Public Service, 3 Empire State Plaza, Albany, NY 12223 or 90 Church Street, New York, New York 10007 or call their toll free HELP Hotline at 1(800) 342-3377 and file a complaint. The bills you receive show the amount of kilowatts you used. You may request budget billing. Budget billing divides your electrical cost into equal monthly payments. At the end of the year you shall be responsible to pay for all electric costs in excess of your budget billing amount paid. We read your meter because it measures and records the actual amount of electric you use which enables us to send you an accurate bill. Making sure your electric bills are accurate and correct is important to us and to you. That is why we make every effort to read your meter regularly. If you are having difficulty paying your bill please contact us by telephone or by letter in order to make a payment agreement. We can determine the length of the agreement and the amount of each monthly payment if you can show financial need. You may not have to make a down payment and installment payments may be as little as \$10.00 per month. We will make every effort to help you find a way to pay your bill. Special protections may be available if you and those living with you are age 18 or younger or 62 and older, blind or disabled. To ensure that you receive all of the protections you are eligible for, please contact the company's representative and identify yourself. If a loss of service poses a serious health or safety problem, we will continue service for at least fifteen (15) days and try to arrange a payment agreement. Regardless of your payment history with us, we will continue electric service if your health or

safety is threatened. When we become aware of such hardship we can refer you to the Department of Social Services. We will not shut off your service under the following hardships:

Medical Hardship. You must provide a medical certificate from your doctor or local Board of Health.

Life Support Equipment. If you have life support equipment and medical certificate.

If you or a member of your immediate family is hospitalized you may receive a thirty-day extension.

While we are working with you to develop a payment agreement or while you are trying to obtain financial assistance, we will not shut off services for a period of fifteen (15) days. Special protections may be available if you and those living with you are age 18 or younger or 62 and older, blind or disabled. To ensure that you receive all of the protections you are eligible for, please contact the company's representative and identify yourself.

Additionally, you can designate a third party as an additional contact to receive notices of past due balances. In the event your service has been shut off we will reconnect it within 24 hours once you have either paid the amount due or signed a payment agreement, we will also reconnect service if you face a serious health or safety threat or receive a notice of payment from a Social Service Agency. There is a charge to turn your service back on. Customers may be asked to pay a deposit if the account is delinquent or has been disconnected for

nonpayment during the last six months. We will hold the deposit for one year. If your payments are not delinquent during that time, we will refund your deposit.

Attached is a special protection form. Please fill it out if you qualify for any special protection described on said form and return it to 111 Third Avenue Realty Corp. The special protection form should be returned to 111 Third Avenue Realty Corp., C/O Majestic Property Management Corp., 60 Cutter Mill Road, Suite 303, Great Neck, New York 11021.

The Home Energy Fair Practices Act identifies the rights that each customer of electric service is entitled too. These rights have been identified in this Home Energy Fair Practices Act Plan. The entire Home Energy Fair Practices Act is available for your review in the 111 Third Avenue Realty Corp. Management Office.

Owner shall afford you all the notices and protections available to you pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on non-payment, including termination of service, is commenced.

5. Termination of Electric Service Plan

- A. Termination Plan
- B. Final Termination Notice
- C. Final Suspension Notice

Termination Plan

- (a) 111 Third Avenue Realty Corp. may terminate service for a Shareholder/Tenant provided by HEFPA, if the Shareholder/Tenant:
 - (1) fails to pay charges for services rendered at any time during the preceding 12 months; provided, however, that termination of service for bills due for service rendered during periods in excess of the 12-month period is permitted in cases involving billing disputes during the 12-month period, estimated bills, the culpable conduct of the Shareholder/Tenant or excusable utility delays; and provided further, that 111 Third Avenue Realty Corp. shall commence any such billing not more than four months after the resolution of the billing dispute, the adjustment to estimated bills, or the cessation of excusable utility delays or delays caused by the Shareholder's/Tenant's conduct; or
 - (2) fails to pay amounts due under a deferred payment agreement;
 - (3) fails to pay or agree in writing to pay equipment and installation charges relating to the initiation of service; or
 - (4) is sent a final notice of termination no less than 15 days before the termination date shown on the notice.
- (b) Final notice of termination. A final notice of termination shall clearly state or include:
 - (1) the earliest date on which termination may occur;
 - (2) the reasons for termination, including the total amount required to be paid, and the manner in which termination may be avoided;
 - (3) the address and phone number of the office of 111 Third Avenue Realty Corp. that the Shareholder/Tenant may contact in reference to his account;
 - (4) the availability of 111 Third Avenue Realty Corp. procedures for handling complaints; and
 - (5) a summary prepared or approved by the commission or its authorized designee, of the protections available under this Part, together with a notice that any customer eligible for such protections should contact the utility.

The final notice of termination may include any additional information not inconsistent with this Part. In addition, the notice shall have printed on its face, in a size type capable of attracting immediate attention, language conveying the following:

"THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF 111 THIRD AVENUE REALTY CORP. WHEN PAYING THIS BILL."
- (c) Notice of termination – time.
 - (1) 111 Third Avenue Realty Corp. shall not terminate service under this Part until at least 15 days after a final notice of termination:
 - (i) has been served personally upon the Shareholder/Tenant; or
 - (ii) has been mailed to the Shareholder/ Tenant at the premises where service is rendered.

- (d) Termination of service – time. 111 Third Avenue Realty Corp., complying with the conditions set forth in this section may terminate service to a Shareholder/Tenant for nonpayment of bills only between the hours of 8 a.m. and 4 p.m., Monday through Thursday, provided such day or the following day is not:
- (1) a public holiday, as defined in the General Construction Law; or
 - (2) a day on which the main business office of 111 Third Avenue Realty Corp. is closed for business. 111 Third Avenue Realty Corp. shall not terminate service to any Shareholder/Tenant for nonpayment of bills during a two-week period encompassing Christmas and New Year's Day.

Past Due Reminder Notice

Customer's Name: _____

Premise Address: _____

Account Number: _____

On MM/DD/YY you signed a Residential Deferred Payment Agreement (DPA) which obligated you to make a down payment of \$XX.XX by MM/DD/YY and regular payments of \$XX.XX in addition to your current charges, in order to avoid termination. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your contract with us. In addition, we may also pursue termination of delivery service to your account.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at 516-773-2740 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling xxx-xxxx.

The total amount owed to 111 Third Avenue Realty Corp. for this account as of MM/DD/YY is: \$XX.XX.

FAILURE TO MAKE PAYMENT NOTICE

_____ **Date**

Customer's Name: _____

Address: _____

Account #: _____

Dear (unit owner/tenant's name):

Your account is now 90 days overdue. Please make payment or we shall institute termination of your electric service.

**PLEASE REMIT \$XX.XX BY MM/DD/YYYY TO AVOID INITIATION OF
TERMINATION OF YOUR ELECTRIC SERVICES.**

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at 516-773-2740. If you or anyone in your household meets any of the following conditions, please contact us: medical emergency, elderly, blind or disabled.

Sincerely,

111 Third Avenue Realty Corp.
C/O Majestic Property Management Corp.
60 Cutter Mill Road, Suite 303
Great Neck, New York 11021

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS INABILITY TO PAY

111 Third Avenue Realty Corp.
C/O Majestic Property Management Corp.
60 Cutter Mill Road, Suite 303
Great Neck, New York 11021
516-773-2740

Customer's Name: _____

Address: _____

City, State, Zip: _____

Account No. _____

Customer has been sent a final notice of termination. If the total payment due of \$XX.XX is not paid by MM/DD/YYYY, termination of service may occur anytime after MM/DD/YYYY.

FINAL TERMINATION NOTICE

Date

Customer's Name: _____

Address: _____

Account #: _____

Dear (Customer's name):

By letter, dated MM/DD/YYYY, 111 Third Avenue Realty Corp. notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YYYY would result in 111 Third Avenue Realty Corp. terminating your service. Our records indicated 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 due, you may call or write 111 Third Avenue Realty Corp., C/O Majestic Property Management Corp., 60 Cutter Mill Road, Suite 303, Great Neck, New York 11021, 516-773-2740 or you may contact the Public Service Commission at 1(800)342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF 111 THIRD AVENUE REALTY CORP. WHEN PAYING THIS BILL.

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at 516-773-2740. If you or anyone in your household meets any of the following conditions, please contact us: medical emergency, elderly, blind or disabled.

Sincerely,

111 Third Avenue Realty Corp.
C/O Majestic Property Management Corp.
60 Cutter Mill Road, Suite 11021
Great Neck, New York 11021

6. Disclosure Statement

Disclosure Statement

111 Third Avenue Realty Corp. certifies that the method of rate calculation, rate cap, complaint procedures, tenant protections and the enforcement mechanism will be incorporated in plain language in all current and future documents for 111 Third Avenue Realty Corp.

All apartments shall be billed at the bulk rate paid by 111 Third Avenue Realty Corp. calculated by taking the total monthly charge for electricity dividing this amount by the total number of kwhrs consumed to determined the cost per kwhr to be charged to each apartment. The charge will be calculated by multiplying the cost per kwhr and the number of kwhrs used as indicated by the Shareholders meter. This charge will be compared to the charge if the shareholder was an SC-1 customer of Con Edison. The lower of the two charges will be the charge sent to the shareholder.

Each submeter will be read monthly and each Tenant will be billed monthly for electric service. Billing information will be in plain language and will include the billing period, amount of consumption, taxes, service charges, charge for the period and total amount due.

ATTACHMENT 3

NOTIFICATION LETTER TO CON EDISON

AMPS-ELEMCO, Inc.

1324 Motor Parkway, Suite 112, Hauppauge, NY 11749

Tel (631) 761-8557 * Fax (631) 582-4182

April 23, 2013

Mr. David DeSanti
General Manager, Central Engineering Services
Consolidated Edison Company of New York
4 Irving Place
New York, New York 10003

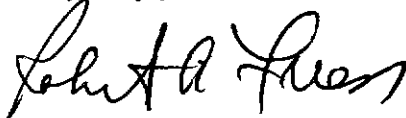
Ref: Notice of Intent to Submeter Electricity
111 Third Avenue,
New York, New York

Dear Mr. DeSanti:

Please be advised that 111 Third Avenue Realty Corp. has submitted to the New York State Public Service Commission a Notice of Intent to convert the residential apartments from direct metering to submetering of electricity.

Thank you for your cooperation in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert A. Friess".

Robert A. Friess, P.E
AMPS-ELEMCO, Inc.

ATTACHMENT 4

**CORPORATE OWNERSHIP FILED WITH THE
NEW YORK DEPARTMENT OF STATE**

CERTIFICATE OF INCORPORATION

OF

111 THIRD AVENUE REALTY CORP.

under §402 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

1. The name of the Corporation is **111 THIRD AVENUE REALTY CORP.**

2. The office of the corporation is to be located in the City of New York, County of New York, State of New York.

3. The aggregate number of shares which the corporation shall have the authority to issue is 200 no par value.

In all elections of directors each shareholder shall be entitled to as many votes as shall equal the number of votes which, except for such provisions as to cumulative voting, he would be entitled to cast for the election of directors with respect to his shares multiplied by the number of directors to be elected, and he may cast all of such votes for a single director or may distribute them among the number to be voted for, or any two or more of them, as he may see fit.

4. The Secretary of State is designated as agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is

c/o Herrick & Feinstein, Esqs.
2 Park Avenue
New York, N.Y. 10016

5. The purpose or purposes of the corporation are as follows:

To buy, lease, hire, exchange or differently acquire lands with or without buildings, thereon or any portion therein, whatsoever and wheresoever situated; to build, improve, change, construct, manage, maintain, and operate buildings, houses, or other works owned by the corporation, or upon any other lands, houses, buildings, or other works owned by the corporation or interest therein, to generally engage in the real estate business, as agent, broker, principal or differently, and usually to purchase, sell, mortgage, lease, manage, exchange, operate, and act in lands or interests in

FRANK J. PANUCCI
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
NO. 4721156
COMMISSION EXPIRES MARCH 30th, 1986

NYS DEPARTMENT OF STATE

FILING RECEIPT

INCORPORATION (BUSINESS)

CORPORATION NAME

111 THIRD AVENUE REALTY CORP.

| | | | |
|--|---|--|-------------------------------------|
| <u>DATE FILED</u> 09/13/85 | <u>DURATION & COUNTY CODE</u> P NEW | <u>FILM NUMBER</u> B26 6797-3 | <u>CASH NUMBER</u> 590060 |
| <u>NUMBER AND KIND OF SHARES</u> 200 NPV | | <u>LOCATION OF PRINCIPAL OFFICE</u> NEW YORK | |

*E

| | |
|---|-------------------------|
| <u>ADDRESS FOR PROCESS</u> HERRICK & FEINSTEIN, ESQS. 2 PARK AVE NEW YORK NY 10016 | <u>REGISTERED AGENT</u> |
|---|-------------------------|

FEES AND/OR TAX PAID AS FOLLOWS:

| | | | |
|---|--------------------------|-------------------|-------------------|
| AMOUNT OF CHECK \$ | AMOUNT OF MONEY ORDER \$ | 00110.00 | AMOUNT OF CASH \$ |
| \$ 6.00 DOLLAR FEE TO COUNTY | \$ | 100.00 ING | |
| | \$ | 00010.00 X | |
| <u>FILER NAME AND ADDRESS</u> | \$ | CERTIFIED COPY | |
| HERRICK & FEINSTEIN, ESQS. 2 PARK AVE NEW YORK NY 10016 | \$ | CERTIFICATE | |
| | TOTAL PAYMENT \$ | 0000110.00 | |
| | REFUND OF \$ | | |

TO FOLLOW

380604-003 (8/84)

GAIL S SHAFFER - SECRETARY OF STATE

CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

111 THIRD AVENUE REALTY CORP.

under §805 of the Business Corporation Law

FILER

**Herrick & Feinstein, Esqs.
2 Park Avenue
New York, N.Y. 10016**

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
111 THIRD AVENUE REALTY CORP.

under §805 of the Business Corporation Law

IT IS HEREBY CERTIFIED THAT:

FIRST: The name of the corporation is 111 THIRD AVENUE REALTY CORP.

SECOND: The Certificate of Incorporation was filed on the 13th day of September, 1985, by the Secretary of State under said name.

THIRD: The Certificate of Incorporation is hereby amended as stated:

Paragraph four of the Certificate of Incorporation relating to the stock structure of the corporation shall be stated to show a change in the number of shares that the corporation is authorized to issue from 200 shares with no par value to 20,000 shares with a par value of 10¢ each. No shares have been issued. Each of the existing shares will be changed into 100 new shares with a par value of 10¢ each. Paragraph four shall now read as follows;

(4) The aggregate number of shares which the corporation shall have the authority to issue is

20,000 shares with a par value of 10¢ each.

FOURTH: The manner in which this Certificate of Amendment was authorized was by the vote of the Board of Directors followed by the written consent of the sole incorporator since no shares have been issued and there are no subscribers for shares whose subscriptions have been accepted.

IN WITNESS WHEREOF, this amendment has been subscribed this 29th day of October, 1985, by the undersigned who affirm that the statements included within are true under the penalties of perjury.

/s/ Rubin Schron

SIGNATURE
Rubin Schron

President

/s/ Matthew Gould

SIGNATURE
Matthew Gould

Secretary/Treasurer

NYS DEPARTMENT OF STATE

FILING RECEIPT

AMENDMENT - CHANGE OF SHARES

CORPORATION NAME

111 THIRD AVENUE REALTY CORP.

DATE FILED

12/04/85

DURATION & COUNTY CODE

NEW

FILM NUMBER

B295764-3

CASH NUMBER

664270

NUMBER AND KIND OF SHARES

20 000000 100

LOCATION OF PRINCIPAL OFFICE

ADDRESS FOR PROCESS

REGISTERED AGENT

FEES AND/OR TAX PAID AS FOLLOWS:

AMOUNT OF CHECK \$

AMOUNT OF MONEY ORDER \$

00070.00

AMOUNT OF CASH \$

\$ 6.00 DOLLAR FEE TO COUNTY

\$ 060.00

FILING

TAX

FILER NAME AND ADDRESS

\$

CERTIFIED COPY

\$

CERTIFICATE

HERRICK & FEINSTEIN, ESQS.
2 PARK AVENUE

010.00 MISCELLANEOUS
TOTAL PAYMENT \$ 0000070.00

NEW YORK

NY 10016

REFUND OF \$

TO FOLLOW

380604-003 (8/84)

GAIL S. SHAFER - SECRETARY OF STATE

ATTACHMENT 5

SHAREHOLDER/TENANT ENERGY EFFICIENCY PLAN

Tenant Energy Efficiency Plan

1. Install Energy Star qualified room air conditioners with high EERs. A/C units older than 10 years should be replaced with high EER units.
2. Check and clean A/C unit filters, coding and condenser fans and coils monthly.
3. Install Energy Star ceiling fans.
4. Block out heat by keeping blinds or curtains closed during the day, especially on south facing windows.
5. Shut off lights and appliances when not in use.
6. Limit the use of portable space heaters and never leave unattended.
7. When you go shopping for a dehumidifier, look for the Energy Star label.
8. When available, set your room air conditioning thermostat at 78° or higher during the season. Each degree above 75° saves you 3% of the energy used to cool a room.
9. Save money and increase comfort by using a timer or programmable thermostat on your room A/C unit.
10. Place your room A/C unit in a central window, rather than a corner window, to allow for better air movement.
11. Remove room A/C units in the fall, or install a quality plastic cover.
12. Seal spaces around room A/C units with caulking to prevent cool air from escaping.
13. Use your microwave oven as much as possible in the summer rather than your regular oven.
14. The size of your pan should match the size of your burner for the highest efficiency.
15. Put full loads in the dishwasher and use the "energy savings" setting for the drying cycle, or let dishes air dry to reduce energy use.
16. When doing laundry, use a cold water wash on full loads.

17. Clean the lint trap regularly.
18. Make sure the seals on your refrigerator, freezer and oven doors fit tightly.
19. Vacuum and clean condenser coils, motor and evaporator pan of your refrigerator once or twice a year, and leave space between your refrigerator and the surrounding walls and cabinets to allow air to circulate around the coils.
20. When you shut down your computer, don't forget to turn off the monitor – it can use twice as much energy as the computer.
21. Use an advanced power strip for convenience; that way all of your computer accessories are turned off by one switch (even in sleep mode, your computer may cost you \$105 a year).
22. Use the power management feature on your computer monitor; it will turn off the monitor when idle for over 15 minutes when you leave your computer on.
23. Consider a laptop computer over a traditional desktop – laptops use less energy.
24. Energy Star lighting fixtures put out the same amount of light as standard fixtures while providing excellent color rendering and light temperature.
25. Avoid leaving transformers and charging units for appliances and battery-operated devices on (such as cell phones and tools) when they aren't being used.
26. Instead of just turning your electronics off, it is better to unplug them because even when they're "off" they still draw electricity from the outlet – something known as a "phantom load".
27. Plug your battery charging system or power adapter into a power strip to enable you to shut off power with the flick of a switch. For even better control, use a power strip with a timer or a programmable power strip.
28. Don't forget to turn off your DVD player, video game console and television.
29. Plug your DVD and home audio products into an advance power strip so that when you turn off the television, all of the home audio and video components will also turn off.

30. Consider combination products to save space, simplify set-up, and save energy in standby mode.
31. Turn television off when on one is watching them. A TV left on for 8 hours a day or while you sleep will cost you about \$41 - \$102 per year.
32. When choosing a new television, look for the Energy Star label to save energy.
33. If considering a flat panel or large screen television, consider purchasing an LCD model rather than a plasma model to cut your power usage by approximately 50%.
34. Ink jet printers use as much as 90% less energy than typical laser printers.
35. Choose a multifunctional product (printer/copier/scanner) instead of separate products.
36. Don't forget to turn your printer off at night as it still draws power even when not in use.
37. Plug your printer, scanner and all-in-one device into an advanced power strip so that when you switch off your computer (or put it in sleep mode), all the peripherals will also turn off.
38. Use energy-efficient, Energy Star qualified CFLs instead of standard incandescent light bulbs and you can use 75% less electricity.
39. Energy Star CFLs also emit less heat and are cooler to the touch than incandescent bulbs.
40. Replace your home's most frequently used incandescent lights with CFLs; you can save more than \$60 a year in energy costs.
41. Invest in an Energy Star qualified ceiling fan with a lighting kit to help cool your home and improve airflow. An Energy Star qualified model is about 50% more efficient than a conventional unit and can save up to \$20 per year on cooling and heating bills.

ATTACHEMENT 6

NOTICE TO SHAREHOLDERS

AFFIDAVIT ON METHOD OF DELIVERY

NOTICE TO SHAREHOLDERS AND TENANT'S

The Management has reviewed the benefits of converting the electrical metering and billing of the residential apartments to Master Metering and Submetering. As per the regulations required by the Public Service Commission we herewith submit an explanation of the system methodology of the billing for the residents of the Building. It is required that the residents be informed of the proposed conversion to submetering so that they can comment to the Commission regarding the submetering proposal. The Commission regulates all Utilities in New York State and requires that sufficient information regarding the submetering program be provided to each resident so that they can comment either in favor of or rejection of the program. This letter is intended to provide the information regarding the submetering program so that this requirement can be satisfied.

Master Metering means that one (1) meter is installed to measure all of the power being consumed each month by all of the Residents and the Common Areas in the building. This Master Meter is billed on the Master Metering Rate SC-8 Large User Residential Rate servicing residential buildings in Con Edison's territory in New York. If the building converts to Submetering this same Master Meter rate will still apply to the building as it provides the lowest cost for electrical energy to the building. If submetering is installed it requires a separate meter be installed for each apartment to measure the amount of power consumed each month in each apartment and no other space within the building. Bills then can be prepared for each resident individually for their own use.

The billing for the residents will be based upon the average cost per kilowatthour to the building. This will be calculated by taking the Con Edison monthly billing to the Management and adding the submetering agent's fee to that charge and then dividing the charges by the number of kilowatthours shown on the Con Edison bill. This produces the average cost per kilowatthour each month to the building and that number is applied to each resident's metered usage. The rate charged by Con Edison to direct metered customers is approximately 20 per cent higher than the average to be charged to the residents.

The requirements of the Commission include the same protections and service conditions for the residents that are provided by Con Edison Company. These protections and conditions are contained in New York State Law, Article 2. And 16 NYRR, Part 96. A brief summary of the Home Energy Fair Practices Act (HEFPA) requirements as it concerns residential residents is as follows:

HEFPA Requirements

Termination or Disconnection of Service: A Submeterer may disconnect service under the following conditions if the resident:

Fails to pay the charges for the services rendered;

Fails to pay amounts due under a deferred payment agreement;

Fails to pay a lawfully required deposit, and is sent a final disconnection notice no less than 15 days before the disconnection date shown on the notice.

A final disconnection notice shall clearly state or include the following:

The earliest date on which the disconnection will occur;

The reasons for the disconnection including the total amount required to be paid and the manner in which disconnection may be avoided;

The address and phone number of the office of the submeterer that the resident may contact in reference to his/her account;

The availability of procedures for handling complaints;

A summary of protections available under HEFPA, and in a size and type capable of attracting immediate attention a statement that reads, "THIS IS A FINAL DISCONNECTION NOTICE. PLEASE REFER TO THIS NOTICE WHEN PAYING THIS BILL;

There are special conditions that will apply in the event a notice of disconnection is received:

Medical Emergencies: No submeterer shall disconnect or refuse to restore service when a medical emergency exists.

Life Support Systems: If a customer or a resident of the customer's premises suffers from a medical condition requiring utility service to operate life sustaining device, certification by a medical doctor or qualified official of a local board of health shall remain effective until terminated by the commission or its designee, provided the residential customer demonstrates an inability to pay charges for the service.

Residents who are Elderly, Blind or Disabled: No submeterer shall disconnect or refuse to restore service where a residential customer is known to, or identified to the submeterer to be elderly, blind, or disabled or 62 years of age or older, and all remaining residents of the household are 62 years of age or older, 18 years of age or under, or are blind or disabled without complying with the procedures specified in HEFPA.

Cold Weather Periods: Every submeterer shall develop and maintain methods to identify all residential households in its building whose utility service are heat related. During the period November 1st of each year and ending April 15th of the following year every submeterer shall observe, at a minimum, the procedures in HEFPA Section 11.5 (c)(2).

Voluntary Third-Party Notice: 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.

Deferred Payment Agreement: A deferred payment agreement is a written agreement for the payment of outstanding bills over a specified period of time, signed by both the submeterer and customer. A submeterer must make reasonable efforts to contact eligible customers or applicants by phone, mail, or in person for the purpose of offering a deferred payment agreement and negotiating terms tailored to the customer's financial circumstances when payment of a bill or arrears is owed on an account.

Budget or Levelized Payment Plans: A submeterer shall offer residential customers a voluntary budget billing or levelized payment plan designated to reduce fluctuations in customer's bills due to seasonal patterns of consumption. The plan shall be based on a customer's recent 12 month billing data and if not available than 12 months of billing data for the premises shall be used.

Quarterly Billing Plan: Public Service Law (not HEFPA) also allows a submeterer to offer residential customers who are 62 years or older, as an alternative to monthly billing, a plan for payment on a quarterly basis of charges for service rendered provided that such customer's average annual billing is not more than \$150.00.

Late Payment Charges: A submeterer may impose a one-time or continuing late payment charge, not in excess of 1.5 per cent per month, on the unpaid balance of any bill for service provided the bill clearly shows the amount billed, whether any charge will be imposed for late payment, when the late payment charge becomes applicable, and the time period during which the bill may be paid without the imposition of the late payment charges.

Complaints to the Submeterer: Resident complaints about bills for utility service, deposit requests or other service problems shall first be made to the Management. The Management will refer the resident to the Submetering Agent who will respond to the complaint and attempt to resolve the problem. In the rare event the Submetering Agent cannot resolve the problem to the resident's satisfaction the resident may contact the Public Service Commission and explain the problem to the Commission's agent. They will attempt to obtain a resolution to the problem and if necessary enter a case number and start proceedings with the submeterer to determine a resolution to the problem. Their decision will be binding upon both the resident and the submeterer. The Public Service Commission may be contacted at any time there is a question or complaint.

If you should have any further questions or comments you may contact the Public Service Commission in writing at 90 Church Street, New York, New York 10007 or telephone them at 800-342-3377.

If you wish, you can contact AMPS-ELEMCO, Inc. directly at 631-761-8557 for additional information concerning this conversion.

AFFIDAVIT

I am Bill Bouton, Senior Vice President, Majestic Property Management Corp., the Managing Agent for 111 Third Avenue. I am submitting this affidavit to the Public Service Commission as part of the Notice of Intent for 111 Third Avenue for approval of the electrical submetering program for this property.

On xx/xx/xxxx I supervised the delivery of the submetering information letters to all residents of 111 Third Avenue, informing them of the intent to install electrical submetering and the New York State Department of Public Service regulations concerning the metering requirements and HEFPA requirements for properties that will be providing electrical services and billing based upon a submetered basis with Master Metering and Submetering for the residents. The information letters for the residents indicated the complaint procedures and the conditions associated with the metering of each apartment. A copy of this information was provided to each resident of this property and which provided information concerning the electrical metering and billing of the apartments and the protections provided by the Commission and the HEFPA rules.

Date:

Signature:

Title:

ATTACHMENT 7

RENTAL LEASE

RENEWAL LEASE FORM

THIS IS A NOTICE FOR RENEWAL OF LEASE AND RENEWAL LEASE FORM PROMULGATED PURSUANT TO SECTION 2523.5(a) OF THE NEW YORK CITY RENT STABILIZATION CODE. ALL COPIES OF THIS FORM MUST BE SIGNED BEFORE AND RETURNED TO YOUR LANDLORD WITHIN 60 DAYS.

Amended

DATE 7/2/2012

Tenant's Name and Address:
Dale Patrias
111 Third Ave, Apt. 3A 03A
New York, NY 10003

Owner's/Agent Name & Address
111 Realty Co.
60 Cutter Mill Road, Suite 303
Great Neck, NY 11021

1. The owner hereby notifies you that your lease will expire on: 9 30 2012
MONTH DAY YEAR

PART A - OFFER TO TENANT TO RENEW

2. You may renew this lease for one or two years, at your option, as follows:

| Col. a Renewal Term | Col. b Legal Rent on Sept. 30th Preceding Commencement Date Of This Renewal Lease | Col. c Authorized Applicable Guideline Increase (If unknown, check box <input type="checkbox"/> and see below)* | Col. d Applicable Guide- line Supplement, If Any | Col. e Lawful Rent Increase Adj. If any, effective after Sept. 30th (indicated in Col. b) | Col. f Separate charge, if any (Specify under Item 4 below) | Col. g New Rent (If lower rent to be charged check box <input type="checkbox"/> and see 5 below)** |
|--|--|--|---|--|--|---|
| <input type="checkbox"/> 1 Year | \$ <u>787.71</u> | (<u>2 %</u>) \$ <u>20.00</u> | \$ <u>0.00</u> | \$ <u>0.00</u> | \$ <u>0.00</u> | \$ <u>807.21</u> |
| <input checked="" type="checkbox"/> 2 Year | SAME AS ABOVE | (<u>4 %</u>) \$ <u>40.00</u> | \$ <u>0.00</u> | \$ <u>0.00</u> | \$ <u>0.00</u> | \$ <u>827.71</u> |

* If applicable guideline rate is unknown at time offer is made, check box in column c and enter current guideline which will be subject to adjustment when new rates are ordered.

** The rent provided for in this renewal lease may be increased or decreased pursuant to an order of the Division of Housing and Community Renewal (DHCR) or Rent Guidelines Board (RGB)

3. Security Deposit:

Current Deposit: \$ 787.71 Additional Deposit Required--1 year lease: \$ 20.00 --2 year lease: \$ 40.00

4. Specify separate charges if applicable:

Air Conditioner: \$ 0.00 /mo. Electricity Charge: \$ 0.00 /mo.

421 a (2.2%): \$ 0.00 /mo. Other (Describe): 0.00 \$ 0.00 /mo.

5. Lower rent to be charged, if any. \$ 0.00 Agreement attached: ☐ yes ☐ no

6. This renewal lease shall commence on 10 1 2012, which shall not be less than 120 days nor more than 150
MONTH DAY YEAR

days from the date of mailing or personal delivery of this Renewal Lease Form. This renewal lease shall terminate on

9 30 2013 1 year lease or 9 30 2014 2 year lease.
MONTH DAY YEAR MONTH DAY YEAR

7. This renewal lease is based on the same terms and conditions as your expiring lease, except that 3 lawful provisions attached and 0 written agreements between owner and tenant attached have been added. (Indicate in the blank spaces as applicable, the number of additional provisions or written agreements attached).

This form becomes a binding lease renewal when signed by the owner below and returned to the tenant. A rider setting forth the rights and obligations of tenants and landlords under the Rent Stabilization Law must be attached to this lease when signed by the owner and returned to the tenant (Los Derechos y responsabilidades de inquilinos y caseros estan disponible en espanol).

PART B - TENANT'S RESPONSE TO OWNER

Tenant: Check and complete where indicated one of the two responses below after reading instructions on reverse side. Then date and sign your response below. You must return this Renewal Lease Form to the owner in person or by regular mail, within 60 days of the date this Notice was served upon you by the owner. Your failure to do so may be grounds for the commencement of an action by the owner to evict you from your apartment.

☒ I (we) the undersigned tenant(s), agree to enter into a 2 year renewal lease at a monthly rent of \$ 827.71. This renewal lease is based on the same terms and conditions as my (our) expiring lease, and further attached lawful provisions and attached written agreements, if any (see Item 7 under PART A above).

☐ I (we) will not renew my (our) lease and I (we) intend to vacate the apartment on the expiration date of the present lease set forth above.

Dated 7/2/12 Tenant's Signature(s): X Dale Patrias X 7-2-12

Dated 7/9/12 Owner's Signature: X

rents to TENANT DALE PATRIAS
of _____
Apartment (and terrace, if any) 3A in the Building 111 3rd Avenue, NY, NY
for the Term of 2 yrs, beginning October 1, 19 81, ending September 30, 19 83
at a Yearly Rent of \$ 3553.80 payable in equal monthly payments of \$ 296.15, Security of \$ 296.15
deposited in _____, subject to the following terms:

Rider Additional terms on _____ page(s) initialed at the end by the parties is attached and made a part of this Lease.

1. Use The Apartment must be used only as a private Apartment to live in and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Apartment.

2. Failure to give possession Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent The rent payment for each month must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are to be called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

4. Notices Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Landlord must notify Tenant if Landlord's address is changed.

5. Security Tenant has given security to Landlord in the amount stated above. The security has been deposited in the Bank named above and delivery of this Lease is notice of the deposit. If the Bank is not named, Landlord will notify Tenant of the Bank's name and address in which the security is deposited.

If Tenant does not pay rent on time, Landlord may use the security to pay for rent past due. If Tenant fails to perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security Tenant shall, upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. At all times Landlord is to have the amount of security stated above.

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Apartment in good condition on the last day of the Term, then Landlord will return the security being held.

If Landlord sells or leases the Building, Landlord may give the security to the buyer or lessee. In that event Tenant will look only to the buyer or lessee for the return of the security. The Tenant has no right to use the security. The security is for Landlord's use as stated in this Section. Landlord may put the security in any place permitted by law. If the law states the security must bear interest, unless the security is used by Landlord as stated Landlord will give Tenant the interest less the sum Landlord is allowed to keep for expenses. If the law does not require security to bear interest, Tenant will not be entitled to it. Landlord need not give Tenant interest on the security if Tenant is not fully performing any term in this Lease.

6. Services Landlord will supply: (a) heat as required by law, (b) hot and cold water for bathroom and kitchen sink, (c) use of elevator, if any, and (d) cooling if central air conditioning is installed. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Damage to the equipment or appliances supplied by Landlord, caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added rent.

Tenant must pay for all electric, gas, telephone and other utility services used in the Apartment and arrange for them with the public utility company. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment or other appliance unless installed by Landlord or with Landlord's written consent. Tenant must not use more electric than the wiring or feeders to the Building can safely carry.

Landlord may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. If unable to supply any service because of labor trouble, Government order, lack of fuel supply or other cause not controlled by Landlord, Landlord is excused from supplying that service. Service shall resume when Landlord is able to supply it.

If Landlord wants to change a person operated elevator to an automatic elevator, Landlord may stop service on 10 days' notice. Landlord will then have a reasonable time to begin installation of an automatic type elevator.

7. Alterations Tenant must obtain Landlord's prior written consent to install any panelling, flooring, "built in" decorations, partitions, railings or make alterations or to paint or wallpaper the Apartment. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Landlord when completed and paid for. They shall remain with and as part of the Apartment at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Tenant shall comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

If a Mechanic's Lien is filed on the Apartment or Building for Tenant's failure to pay for alterations or installations in the Apartment, Tenant must immediately pay or bond the amount stated in the Lien. Landlord may pay or bond the Lien if Tenant fails to do so within 20 days after Tenant is given notice about the Lien. Landlord's costs shall be added rent.

8. Repairs Tenant must take good care of the Apartment and all equipment and fixtures in it. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be added rent.

9. Fire, accident, defects, damage Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Apartment can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged structural parts of the Apartment. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Apartment or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227. Tenant has no right to cancel this Lease due to fire or casualty.

10. Liability Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Building.

Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice.

Tenant is responsible for all acts of Tenant's family, employees, guests or invitees.

11. Entry by Landlord Landlord may enter the Apartment at reasonable hours to: repair, inspect, exterminate, install or work on master antennas or other systems and perform other work that Landlord decides is necessary. At reasonable hours Landlord may show the Apartment to possible tenants.

"Attached to this lease are the pertinent rules and regulations governing tenants and landlords' rights under the rent stabilization law"

- (4) Failure to move into the Apartment within 15 days after the beginning date of the Term, 5 days.
(5) Issuance of a court order under which the Apartment may be taken by another party, 5 days.
(6) Failure to perform any term in another lease between Landlord and Tenant (such as garage lease), 5 days.
(7) Improper conduct by Tenant annoying other tenants, 5 days.
(8) Failure to comply with any other term or Rule in the Lease, 5 days.

If Tenant fails to cure the default in the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 3 days after the date of the notice. On the cancellation date in the notice the Term of this Lease shall end. Tenant must leave the Apartment and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease.

B. If Tenant's application for the Apartment contains any misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Paragraph 16A.

C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid on time; or (8) Tenant vacates the Apartment, Landlord may, in addition to other remedies, take any of the following steps: (a) enter the Apartment and remove Tenant and any person or property, and (b) use eviction or other lawful method to take back the Apartment.

D. If this Lease is cancelled, or Landlord takes back the Apartment, the following takes place:

- (1) Rent and added rent for the unexpired Term become due and payable. Tenant must also pay Landlord's expenses as stated in Paragraph 16. D.
(2) Landlord may relet the Apartment and anything in it. The reletting may be for any Term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord feels needed to put the Apartment in good repair and prepare it for renting. Tenant stays liable and is not released in any manner.
(3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Apartment, including, but not only reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.
(4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.
(5) If Landlord relets the Apartment combined with other space an adjustment will be made based on square footage. Money received by Landlord from the next tenant other than the monthly rent, shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it.

Landlord has no duty to relet the Apartment. If Landlord does relet, the fact that all or part of the next tenant's rent is not collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

E. If Landlord takes possession of the Apartment by Court order, or under the Lease, Tenant has no right to return to the Apartment.

17. **Jury trial and counterclaims** Landlord and Tenant agree not to use their right to a Trial by Jury in any action or proceeding brought by either, against the other, for any matter concerning this Lease or the Apartment. The giving up of the right to a Jury Trial is a serious matter. There are rules of law that protect that right and limit the type of action in which a Jury Trial may be given up. Tenant gives up any right to bring a counterclaim or set-off in any action by Landlord against Tenant on any matter directly or indirectly related to this Lease.

18. **No Waiver, Illegality** Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal, the rest of this lease remains in full force.

19. **Bankruptcy** If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

20. **Rules** Tenant must comply with these Rules. Notice of new Rules will be given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these Rules:

- (1) The comfort or rights of other Tenants must not be interfered with. This means that annoying sounds, smells and lights are not allowed.
(2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Apartment or in the hallways or public areas.
(3) Tenant may not operate manual elevators. Smoking is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances. Bicycles are not allowed on passenger elevators.
(4) Tenant must give to Landlord keys to all locks. Locks may not be changed or additional locks installed. Doors must be locked at all times. Windows must be locked when Tenant is out.
(5) Apartment floors must be covered by carpets or rugs. No waterbeds allowed in Apartments.
(6) Dogs, cats or other animals or pets are not allowed in the Apartment or Building.
(7) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.
(8) Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed. Landlord may stop their use at any time.
(9) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on personal errands.
(10) Improperly parked cars may be removed without notice at Tenant's cost.
(11) Tenant must not allow the cleaning of the windows or other part of the Apartment or Building from the outside.
(12) Tenant shall conserve energy.

21. **Representations, changes in Lease** Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

22. **Landlord unable to perform** If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control Landlord is delayed or unable to (a) carry out any of Landlord's promises or agreements, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Lease shall not be ended or Tenant's obligations affected.

23. **End of term** At the end of the Term, Tenant must: leave the Apartment clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or State or Federal holiday the Term shall end on the prior business day.

24. **Space "as is"** Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment as is.

25. **Quiet enjoyment and habitability** Subject to the terms of this Lease, as long as Tenant is not in default Tenant may peacefully and quietly have, hold, and enjoy the Apartment for the Term. Landlord states that the Apartment and Building are fit for human living and there is no condition dangerous to health, life or safety.

26. **Landlord's consent** If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

27. **Lease binding on** This Lease is binding on Landlord and Tenant and their heirs, distributees, executors, administrators, successors and lawful assigns.

28. **Landlord** Landlord means the owner, or the lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Building is transferred. Any acts Landlord may do may be performed by Landlord's agents or employees.

29. **Paragraph headings** The paragraph headings are for convenience only.

30. **Rent regulations** This Section applies if the Apartment is subject to the New York Rent Stabilization Law.

(1) Landlord may have proper cause to apply to the Conciliation and Appeals Board (CAB) for assistance. If Landlord does apply and is found to be entitled to an increase in rent or other aid, the Landlord and Tenant agree:

- (a) To be bound by the determination of the CAB,
(b) Tenant will pay any rent increase in the manner set by the CAB,
(c) Despite anything contained in Paragraphs 1a and b, it is agreed in the event that an order is issued increasing the stabilization rent because of Landlord hardship, the Tenant may, within 30 days of receipt of a copy of the CAB order, cancel this Lease on 60 days written notice to the Landlord. During the period prior to vacating, the cancelling Tenant may continue in occupancy at no increase in rent.
(2) The rent provided for in this Lease may be increased or decreased retroactively to the commencement of the 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.
(3) This Lease and all riders shall continue in full force and effect, and except as modified above, shall in no way be affected by this Paragraph.