

Kathleen Burgess
Secretary
New York State Public Service Commission
State of New York
3 Empire State Plaza
Albany, NY12223

Re: Notice of Intent to Submeter Electricity at the Building Located at 606 W 57th St, New York, NY 10019

Dear Secretary Burgess,

606 West 57 LLC, is the owner of the above mentioned new rental building. The owner submits this Notice of Intent to submeter pursuant to 16 NYCRR § 96.2 to provide future sub-metering services for the building mentioned above which is located within the service territory of Consolidated Edison Company, Inc., 606 W 57th St, New York, NY 10019.

The building has a total of 1028 Units, of which 206 units will be restricted to households earning up to 60% of AMI, 10 units will be restricted to households earning up to 175% of AMI, 5 units will be restricted to households earning up to 200% of AMI, 5 units will be restricted to households earning up to 230% of AMI and 802 units will be market rate. The units at 60% and 175% of AMI units are subject to a regulatory agreement with New York City Dept of Housing, Preservation and Development. The 60% AMI units are also subject to a regulatory agreement with The New York State Housing Finance Agency. All 1028 units will be rent stabilized and will be registered with Division of Housing and Community Renewal. There is no project base section 8 contract at the building.

Heat will be provided via High Efficiency Gas Fired Condensing Boilers. No Electric Heat shall be provided in the Building.

The following are energy efficiency measures that have been or will be installed in the building:

The building has been registered with NYSERDA and is enrolled in the MPP (Multifamily Performance Program). The following energy efficient measures are planned to be incorporated:

Mechanical:

- High efficiency Condensing Boilers
- Heat Recovery Rooftop Units (Corridors)
- High Efficiency Hybrid Heat Pump Units (Residential Units)
- Reduced Ozone Depletion (Zero Use of CFC-based Refrigerants)
- Fundamental Systems Commissioning

Electrical:

Lighting Occupancy Sensors at back of house area, storage rooms, stairs, etc.
LED and Compact Fluorescent Apartment Lighting (Energy Star Compliant)
Gaskets/Seals Around Outlets & devices

Plumbing:

Condensing Hot Water Heaters (AERCO Innovation)
Water Sense 1.28 Gal/Flush Water Closets
1.8 Gal/Min Lavatories/Sinks
2.0 Gal/Min Showerheads

Appliances:

Energy Star Appliances (Residential Units)
Washer/Dryer/Dishwasher/Refrigerator

Elevator:

Regenerative Drive

General:

Air Seal Testing
Low-Emitting Materials where possible
Material Re-Use
Waste Management & Recyclable Program
Water efficient Landscaping

The building has installed the following energy star rated appliances – Refrigerators, dishwashers, washing machine.

In addition, the Owner's sub-metering plan satisfies the requirements of 16 NYCRR § 96.2. Accordingly, the Owner respectfully requests the Commission to approve this Notice of Intent.

Economic advantages of sub-metering over direct utility metering:

The sub-metering system to be installed in the Buildings will include remote reading capabilities utilizing Power Line Carrier. This communication will allow a more cost-effective sub-metering system due to the elimination of control wiring. Each of the meters will communicate daily over the existing power lines in the Building using a data collection device referred to as a Scan Transponder. The data that is sent will include the hourly usage of electricity for each apartment.

The QuadLogic sub-metering system has an advantage in that; it includes fair energy cost allocation based on actual resident consumption. The QuadLogic system also includes daily data availability for usage and the convenience of a remote reading system, which makes entry to the private residences and inconveniencing the tenants not required for meter reading.

Description of the sub-metering system to be installed:

Quadlogic Control Corporation's MC5N (PSC Approved) meters measure usage in kilowatt-hours, VARs, VAs, Watts, Amps, and Power Factor. Other features of this meter include a non-volatile memory and an easy to read LCD 6-digit display. Additionally, the meter monitors and stores an apartment's hourly electric usage and retains this information for approximately 60 days. The submetering system meets ANSI C12.1 and C12.16 American National Standards Institute Code for Electricity Metering.

Remote reading capability is possible through the use of Quadlogic Controls Power Line Carrier system, which is installed in more than 60,000 apartment units in the New York Metropolitan area. The system also features sophisticated self-diagnostics to ensure reliable operations. It can also be upgraded to provide advanced data.

Method to be used to calculate rates to tenants:

The rate calculation to be used is the Consolidated Edison Service Classification SC-1 for direct metered service (the "SC-1 rate"). Specifically, a tenant's kilowatt hour (kWh) usage will be multiplied by the Consolidated Edison Service Classification SC-1 rate for a billing period, then sales tax (currently 4.5 %) will be added to arrive at the total tenant cost.

The Consolidated Edison Service Classification SC-1 rate is a combination of various items, including:

Basic 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 NYS sales tax.

The following is an example of the formula that will be used to derive a tenant's electricity charges based on the current Consolidated Edison Service Classification EL1 rate and a monthly use of 250 kWh:

		Total
Basic Charge		\$YY.YY
KWh	.XXXXX times 250	\$YY.YY
Systems Benefit Charge	.XXXXX times 250	\$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250	\$ Y.YY
	Subtotal	\$YY.YY
Utility Tax	.XXXXX times YY.YY	\$ Y.YY
	Subtotal	\$YY.YY
Sales Tax	YY.YY times 4.5%	\$ T.TT
	YY.YY plus T.TT	\$ZZ.ZZ
Tenant Cost		\$ZZ.ZZ

In no event will the total monthly rates (including any monthly administrative charge) exceed the utility's tariff residential rate for direct metered service to such residents (see 16 NYCRR § 96.2)

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 "PSC No. 10" – Electric: Full Service.

QuadLogic Controls Corp. as the Building's electric billing company will read the meters monthly and process a bill based on the actual consumption of each tenant. The meter reading data and billing calculations will be documented and maintained for six (6) years, per the requirements set forth in 16 NYCRR §96.

Complaint procedures and tenant protection:

When a tenant has a question about electric bill or believes the electric bill is inaccurate, the following protocol will be followed: (the building is currently not occupied)

Tenant should submit the complaint to the property manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The property manager shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint. **The Property Management is TF Cornerstone Inc. and can**

be reached at 387 Park Avenue South, 7th Fl, New York, NY 10016. The Property Manager can be reached at 212-672-1000 and email address Steven.Phillips@TFCornerstone.com. If the tenant and the property manager cannot reach an equitable agreement and tenant continues to believe the complaint has not been adequately addressed, then the tenant may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, tenants may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov

Electric bills from Quadlogic to tenants will contain, among other things, opening and closing meter reads and dates, usage during a current period, a breakdown of dollar amounts billed, sales tax, the total charge for the period, and the total amount due (see attached sample Quadlogic electric bill).

In the event of non-payment of electric charges, the Owner shall afford the tenant's all notices and protections available to such tenant's pursuant to the Home Energy Fair Practices Act ("HEFPA") before any action(s) based on such non-payment, including termination of service, is commenced (see attached HEFPA documents for the Building).

Procedure for notifying tenants and Con-Edison of the proposal to sub-meter; lease riders; test billing:

A section in the lease rider will notify each tenant that their unit is submetered for electricity. (the submetering lease rider will be added as an addendum to the building's lease rider) The provision will in plain language clearly enumerate the grievance procedures for the tenant and will specify the rate calculation, rate caps, complaint procedures, and tenant protections and enforcement mechanisms and such provisions will be in compliance with the Home Energy Fair Practices Act. Con Edison will be notified at the time this notice is filed with the Public Service Commission under separate cover (see attached letter to Con Edison)

Enforcement mechanism is available to tenants:

The complaint procedure constitutes the tenant's standard enforcement program, which are in compliance with the Home Energy Fair Practices Act

Certification that the lease language shall be sufficient to describe all relevant information to the tenant:

The Owner will certify that the method of rate calculation, rate cap, complaint procedures, tenant protections, and enforcement mechanism will be incorporated in all lease language plan agreements for sub-metering (see attached submetering lease rider).

Statement on sub-metering system capability to individually terminate electricity from each unit:

The submetering system allows for the termination of submetered electric service to a particular unit consistent with the requirements of HEFPA.

Installation of the sub-metering system:

The submetering system has not been installed.

Thank you for your attention to this matter.

Very truly yours,

TF CORNERSTONE INC.

By: Steven Phillips

Steven Phillips

Director of Residential Management

Method of Service

Name:	Steven Phillips
Company/Organization:	TF Cornerstone Inc.
Mailing Address:	387 Park Ave. S, 7th Fl. New York, NY 10016
Company/Organization you represent, if different from above:	
Email Address:	steven.phillips@TFCornerstone.com
Case/Matter Number:	

Request Type

- New Petition/Application - I am filing a new petition/application which requires action by the Commission.
- Service List request – I request to be on the service list for the matter/case.
- Other – Type of request

Service Information (Select one option below)

- Electronic Service and Waiver – consent in Case/Matter Identified Above
As duly authorized by the Participant identified above that I represent, I knowingly waive on behalf of that Participant any right under PSL §23(1) to be served personally or by regular mail with Commission orders that affect that Participant and will receive all orders by electronic means in the above Case. If participating individually, I knowingly waive any PSL §23(1) right to service of orders personally or by regular mail and will receive all orders by electronic means in the above Case. This consent remains in effect until revoked.
- Electronic Service and Waiver – Global Consent in All Cases/Matters
As duly authorized by the Participant identified above that I represent, I knowingly waive on behalf of that Participant any right under PSL §23(1) to be served personally or by regular mail with Commission orders that affect that Participant and will receive all orders by electronic means in all Cases where it participates. If participating individually, I knowingly waive any PSL §23(1) right to service of orders personally or by regular mail, and will receive all orders by electronic means in all Cases where I participate. This consent remains in effect until revoked.
Note: Due to the design of our system, this consent attaches to the individual named here and not to the party that may be represented by that individual. Therefore, individuals who represent multiple parties should be aware that a global consent will affect all matters in which they appear on behalf of any party.
- I do **not** consent to receive orders electronically

E-Mail Preference (Select one option below) – For Case specific request

E-Mail notifications include a link to filed and issued documents.

- Notify me of Commission Issued Documents in this case/matter.
- Notify me of Both Commission Issued Documents and Filings in this case/matter
- Do not send me any notifications of filed or issued documents

Submitted By: <i>Steven Philz</i>	Date: <i>3/6/17</i>
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**New York State Public Service Commission
Office of Consumer Policy**



Submetering Identification Form

Name of Entity: 606 West 57 LLC			Corporate Address: 387 Park Ave. S., 7th Fl. New York, NY 10016		
City: New York	State: NY	Zip: 10019	Web Site: www.tfc.com		
Phone: (212) 672-1000			Utility Account Number:		
Chief Executive:			Account Holder Name:		
Phone:			E-mail:		
DPS Case Number:					

Primary Regulatory Complaint Contact

Secondary Regulatory Complaint Contact

Name: Steven Phillips			Name: N/A		
Phone: (212) 672-1000			Phone:		
Fax:			Fax:		
E-mail: Steven.Phillips@tfc.com			E-mail:		
Address: 387 Park Ave. S 7th Fl.			Address:		
City: New York	State: NY	Zip: 10016	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: 606 W 57th St.			Service Address: 606 W 57th St.		
City: New York	State: NY	Zip: 10019			
Electric Heat? N			Electric Hot Water? Y / N		
# Units Occupied by: Sr. Citizens N/A Disabled N/A			Total # of Units 1028		
Rent Stabilized 1028	# Rent Controlled		# Rent-Regulated 226	# Market Rate 802	
Rental: Y	Condo: N		Co-Op: N		
# Low Income 206	# Section 8		# Landlord Assist Program	# Other	
Submeter / Billing Agent: Quadlogic			Address: 33-00 Northern Blvd., 2nd Floor		
City: Long Island City	State: NY	Zip: 11101			
Contact Name:		Contact Phone:		Contact Fax:	

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. 9/20/13)

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

2016 RENT LIMITS (UTILITY ALLOWANCES EFFECTIVE 1/1/2017)

**MAXIMUM RENT LEVELS CHART
(FOR UNITS WHERE RENT IS ESTABLISHED BY UNIT SIZE)**

MULTIFAMILY TAX SUBSIDY PROJECTS (MTSPs)

**NEW YORK CITY TAX-EXEMPT BOND AND LOW INCOME HOUSING TAX
CREDIT MAXIMUM RENT LEVELS**

BASED OFF THE 100% 4 PERSON LIMIT OF \$90,600

30% OF MEDIAN INCOME

<u>UNIT SIZE</u>	<u>MAXIMUM GROSS MONTHLY RENT</u>	<u>ELECTRICITY UTILITY ALLOWANCE</u>	<u>MAXIMUM NET MONTHLY RENT</u>
0 BR	\$476	\$55	\$421
1BR	\$510	\$57	\$453
2BR	\$612	\$58	\$554
3BR	\$706	\$75	\$631
4 BR	\$788	\$78	\$710
5 BR	\$870	\$90	\$780

40% OF MEDIAN INCOME

<u>UNIT SIZE</u>	<u>MAXIMUM GROSS MONTHLY RENT</u>	<u>ELECTRICITY UTILITY ALLOWANCE</u>	<u>MAXIMUM NET MONTHLY RENT</u>
0 BR	\$635	\$55	\$580
1BR	\$680	\$57	\$623
2BR	\$816	\$58	\$758
3BR	\$942	\$75	\$867
4 BR	\$1,051	\$78	\$973
5 BR	\$1,160	\$90	\$1,070

50% OF MEDIAN INCOME

<u>UNIT SIZE</u>	<u>MAXIMUM GROSS MONTHLY RENT</u>	<u>ELECTRICITY UTILITY ALLOWANCE</u>	<u>MAXIMUM NET MONTHLY RENT</u>
0 BR	\$793	\$55	\$738
1BR	\$850	\$57	\$793
2BR	\$1,020	\$58	\$962
3BR	\$1,178	\$75	\$1,103
4 BR	\$1,313	\$78	\$1,235
5 BR	\$1,450	\$90	\$1,360

2016 RENT LIMITS (UTILITY ALLOWANCES EFFECTIVE 1/1/2017)

**MAXIMUM RENT LEVELS CHART
(FOR UNITS WHERE RENT IS ESTABLISHED BY UNIT SIZE)**

MULTIFAMILY TAX SUBSIDY PROJECTS (MTSPs)

**NEW YORK CITY TAX-EXEMPT BOND AND LOW INCOME HOUSING TAX
CREDIT MAXIMUM RENT LEVELS**

BASED OFF THE 100% 4 PERSON LIMIT OF \$90,600

60% OF MEDIAN INCOME

<u>UNIT SIZE</u>	<u>MAXIMUM GROSS MONTHLY RENT</u>	<u>ELECTRICITY UTILITY ALLOWANCE</u>	<u>MAXIMUM NET MONTHLY RENT</u>
0 BR	\$952	\$55	\$897
1BR	\$1,020	\$57	\$963
2BR	\$1,224	\$58	\$1,166
3BR	\$1,413	\$75	\$1,338
4 BR	\$1,576	\$78	\$1,498
5 BR	\$1,740	\$90	\$1,650

80% OF MEDIAN INCOME

<u>UNIT SIZE</u>	<u>MAXIMUM GROSS MONTHLY RENT</u>	<u>ELECTRICITY UTILITY ALLOWANCE</u>	<u>MAXIMUM NET MONTHLY RENT</u>
0 BR	\$1,270	\$55	\$1,215
1BR	\$1,360	\$57	\$1,303
2BR	\$1,632	\$58	\$1,574
3BR	\$1,885	\$75	\$1,810
4 BR	\$2,102	\$78	\$2,024
5 BR	\$2,320	\$90	\$2,230



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

Re: Petition to Submeter Electricity at the Building Located at 606 W 57th St, New York, NY
10019

Dear Mr. DeSanti,
606 West 57 LLC submitted to the New York State Public Service Commission a petition for an order to submeter electricity at the above referenced property, which is located within the service territory of Consolidated Edison Company, Inc.

Thank you,

Very truly yours,

TF CORNERSTONE INC.

By: Steven Phillips
Steven Phillips
Director of Residential Management

Submetering Lease Rider
606 W 57th St, New York, NY 10019

1. You acknowledge that 606 West 57 LLC, will be the provider of electricity to the building and that the tenant will be paying the charges for such electricity directly to this entity (or its successor), You will be required to pay Owner for the use of electricity at the Apartment on the basis of a separate (submetered) charge that will be billed to You by Owner (or its agent) on a monthly basis. The charges to You for electricity are due without offset or abatement on the first day of each and every month for which a bill is rendered. In the event of non-payment of electric charges, the Owner shall afford You all notices and protections available to You pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such non-payment, including termination of service, is commenced. In, the event that a tenant is invoiced incorrectly, the property management will refund the tenant affected by the submeterer actions that led to such refunds provided that the submeterer has such contact information for the residents.

2. The rate calculation to be used is the Consolidated Edison Service Classification SC-]. for direct metered service (the "SC-1 rate"). Specifically, a tenant's kilowatt hour (kWh) usage will be multiplied by the Consolidated Edison Service Classification SC-1 rate for a billing period, then sales tax (currently 4.5 %) will be added to arrive at the total tenant cost. The Consolidated Edison Service Classification SC-1 rate is a combination of various items, including:
 - a. Basic Charge: This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.
 - b. kWh Cost: This energy charge is broken down into four separate components - market supply, monthly adjustment, delivery (transmission and distribution).
 - c. Systems Benefit Charge (SBC)/Renewable Portfolio Standard (RPS): This is an additional charge per kWh.
 - d. Fuel Adjustment: The sum of Market Supply Charge (MSC) and Monthly Adjustment Charge (MAC) adjustment factors.
 - e. Utility Tax: The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax.
 - f. Sales Tax: The current NYS sales tax.

The following is an example of the formula that will be used to derive a tenant's electricity charges based on the current Consolidated Edison Service Classification ELL rate and a monthly use of 250 kWh:

		Total
Basic Charge		\$YY.YY
KWh	.XXXXX times 250	\$YY.YY
Systems Benefit Charge	.XXXXX times 250	\$Y.YY
Fuel Adjustment Charge	.XXXXX times 250	\$Y.YY

	Subtotal	\$YY.YY
Utility Tax	.XXXXX times YY.YY	\$Y.YY
	Subtotal	\$YY.YY
Sales Tax	YY.YY times 4.5%	\$T.TT
	YY.YY plus T.TT	\$ZZ.ZZ
Tenant Cost		\$ZZ.ZZ

In no event will the total monthly rates (including any monthly administrative charge) exceed the utility's tariff residential rate for direct metered service to such residents (see 16 NYCRR S 96.2)

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 "PSC No. 10" - Electric: Full Service

The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit.

3. When a tenant has a question about electric bill or believes the electric bill is inaccurate, the following protocol will be followed: (the building is currently not occupied) Tenant should submit the complaint to the property manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The property manager shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint.

The Property Management is TF Cornerstone Inc. and can be reached at 387 Park Avenue South, 7th Fl, New York, NY 10016. The Property Manager can be reached at 212-672-1000 and email address Steven.Phillips@TFCornerstone.com. If the tenant and the property manager cannot reach an equitable agreement and tenant continues to believe the complaint has not been adequately addressed, then the tenant may file a complaint with the Public Service Commission through the Department of Public Service. Alternatively, tenants may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377, 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. You 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. The nearest office of the PSC is at: NYS Public Service Commission, 90 Church Street, New York, NY 10007, 212-477-2234, 800- 342-3377, www.dps.ny.gov. You may contact

the PSC at any time if You are dissatisfied regarding management's response to Your complaint or at any time regarding submetered service.

5. You 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, You shall be responsible to pay for any electric costs in excess of the balanced billing amount paid.
6. If You have difficulty paying the electric bill, You may contact the management company for the Building 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 You can show financial need, the management company for the Building can work with You to determine the length of the agreement and the amount of each monthly payment.
7. Regardless of Your payment history, the management company and submeterer of the Building will continue electric service if Your health or safety is threatened. When You become aware of such hardship, the management company for the Building can refer You to the Department of Social Services. Please notify the management company for the Building if the following conditions exist:
 - a. Medical Emergencies. You must provide a medical certificate from a doctor or local board of health; or
 - b. life Support Equipment. If You have life support equipment and a medical certificate.
8. 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.
9. If You are age sixty-two (62) or older, You may be eligible for quarterly billing for Your electrical charges.
10. You can 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, You also have certain additional rights assured by HEFPA.
12. You agree 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. You shall not make any alterations, modifications or additions to the electrical installations serving the Apartment.
13. 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 Owner's judgment for as long as may be reasonably required by reason thereof and Owner shall not incur any liability for any damage or loss sustained by You or any other occupant of the Apartment as a result of such suspension. Owner shall not in

any way be liable or responsible to You or any other occupant for any loss, damage, cost or expense that You 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 Your requirements or if the supply or availability of Electricity is limited, reduced, interrupted, or suspended by the public utility company serving the Building or for any reason or circumstances beyond the control of Owner. Except as may be provided by applicable law, You shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Apartment.

14. If Owner (or its agent) fails to deliver a bill to You for the use of electricity at the Apartment for any given month, then such failure shall not prejudice or impair Owner's right to subsequently deliver or cause its agent to deliver such a bill to You, nor shall any such failure relieve or excuse You from having to pay to such bill, except as may otherwise be provided by applicable law.
15. You may qualify for a rate reduction the equivalent of that which is provided by your utility to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 10 -Electricity, Thirtieth Revised Leaf No. 202). 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 a management representative by phone or in writing and he/she will work with you.

DIVISION 16 ELECTRICAL SPECIFICATIONS

ELECTRIC SUBMETERING

Available in MS Word format:
www.quadlogic.com
Click "Support" then
Submetering Specifications

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Provide electric submetering to meter electric consumption for each tenant in accordance with the Contract Documents.

1.02 ELECTRONIC POWER METERING

- A. Provide electronic power metering where indicated complying with all requirements below. Meter(s) shall be Quadlogic Controls Corp. or approved equal.
- B. The meters shall be manually readable using local Liquid Crystal Display (LCD) via push-button and automatically readable utilizing Frequency Hopping Spread Spectrum Power Line Carrier Communication ("PLC").
- C. The metering system shall consist of the Quadlogic, MiniCloset-5N, & Transponder(s) or equal.
- D. Meter shall be configured for [residential] [commercial] application and applied on [120/240V] [120/208V] [277/480V] [347/600V] [480V delta 3P3W] [600V delta 3P3W] nominal systems or as indicated on the drawings.
1. Residential Use (kWh):
 - a. 120/208V single phase, 3 wire (2 pole)
 - b. 120/240V split phase, 3 wire
 2. Commercial/Industrial Use (kWh and Demand):
 - a. 120/208V, 277/480V and 347/600V, 3 phase/4 wire
 - b. 480V and 600V Delta, 3 phase/3 wire
- E. **NOTE TO SPECIFIER: DELETE FOLLOWING PARAGRAPH IF METER IS CONFIGURED FOR RESIDENTIAL APPLICATION.** [kW Demand shall be measured and recorded every [15] minutes. (Demand is factory configured in block intervals. Rolling (overlapping) time interval demand shall also be configurable as an option.) Demand shall be recorded along with the time and date at which it occurs. The meter shall be classed as a mass memory interval meter (meters which record and store the energy use by time). The demand interval and optional time-of-use schedules shall be factory programmed and stored in each meter. Daily peak demands shall be capable of being read by a remote computer.]
- F. **NOTE TO SPECIFIER: DELETE FOLLOWING PARAGRAPH IF METER IS CONFIGURED FOR COMMERCIAL APPLICATION.** [kW Demand shall be measured and recorded every [60] minutes. (Demand is factory configured in block intervals. Rolling (overlapping) time interval demand shall also be configurable as an option.) Demand shall be recorded along with the time and date at which it occurs. The meter shall be classed as a mass memory interval meter (meters which record and store the energy use by time). The demand interval and optional time-of-use schedules shall be factory programmed and stored in each meter. Daily peak demands shall be capable of being read by a remote computer.]

DIVISION 16 ELECTRICAL SPECIFICATIONS

- G. The Meter shall have the following Testing and Certification:
1. UL/CUL recognized
 2. Meets or exceeds requirements of ANSI C12.1, ANSI/IEE C37.90.2, ANSI/IEEE C37.90.1, and Measurement Canada.
- H. Each meter shall interface to the electrical load being measured with a direct voltage tap, up to 600 VAC, and with 0.1Amp or 5.0A secondary for split and solid core current transformers.
- I. Monitoring
1. Provide true RMS measurement of current, volts, %THD, kW, kVA, kVAR, kWh, power factor.
 2. The Meter shall have an accuracy of $\pm 0.5\%$ or better.
- J. User Interface
1. Reading shall be accessible on a local LCD display. The display shall consist of two rows of 16 characters on each row. The consumption reading shall be up to six (6) digits.
 2. Provide an IEC type optical port capable of direct connection to a laptop.
- K. The system shall be a fully automated, microprocessor-based electric utility measurement system. The system shall be capable of measuring and recording the usage of electricity and shall be capable of communicating the reading to an optional on-site or remote computer (i.e. the billing computer) via modem or other means of communications.
- L. The meter shall not depend on battery power for maintaining functionality. Meter shall monitor all metering parameters and perform communication tasks using a non-volatile flash memory. On-board battery shall only be used in power failure to maintain time, log incoming pulses (if applicable) and to store the data acquired within the incomplete interval at the time of the power failure.
- M. Each meter shall be capable of reading minimum of four (4) dry contact, Form A pulse inputs to automate the reading of other utilities such as gas, water or BTU's. MiniCloset-5 and MiniCloset-5c shall be capable of reading up to 48 pulses.
- N. Each meter shall be equipped with a clock/calendar that automatically accommodates leap years. The clock/calendar shall be backed up by battery and continue operating during power outages. The time and date shall be automatically synchronized by the Scan Transponder(s) and capable of being reset by a remote computer.
- O. Each meter shall be complete with internal CT termination and shorting and fuse block <where applicable>.
- P. Revenue related metering parameters (i.e. demand intervals) shall be permanent and stored in each individual meter. It shall not be possible to change metering parameters through unauthorized access to the system.
- Q. Provide Phase Diagnostic Registers that include multipliers for amperage, voltage, watts, and line frequency. On a per-phase basis Phase Diagnostics shall include voltage, VAR phase shift, accumulated kWh and kVARh and instantaneous amps, watts, VAR's, VA's, phase angle (degrees displacement between current and voltage waveforms), and Power Factor.

DIVISION 16 ELECTRICAL SPECIFICATIONS

- R. Provide Event Diagnostic Registers that include time and date and the number of times the time has been changed, number of power downs, power ups and start ups with time and date of last occurrence, and the number of times the accumulated peak demand has been reset, also with the time and date of the last occurrence. Meters that communicate by Power Line Carrier Communications shall also include counts of properly received messages, rejected messages and the numbers of transmissions without replay.
- S. On-board Memory Storage
 - 1. The meter shall maintain a minimum of 60-day log of daily Time-of-Use consumption, interval data and peak demand readings along with the time and date at which the daily peak demands occur. The consumptions recorded shall be the reading at the end of the Time-of-Use period of the end of the day. The peak demand recorded in the log shall be the peak demand for the Time-of-Use period for that day.
 - 2. Each meter shall maintain a minimum of 60-day date logging capacity consisting of fifteen (15) minute or hourly demands with time and date stamp.
 - 3. Memory shall be non-volatile.
- T. Control power for the meter shall be obtained via the monitored voltage connections. A separate control power input is not allowed.
- U. Communications Interface
 - 1. Where indicated in the drawings, the system shall communicate with a remote computer using one or more of the methods noted below. Preferred method communications method shall be Power Line Carrier Communications.
 - a. The meter shall communicate over the electrical power wiring to a Scan Transponder via bi-directional, frequency hopping, spread spectrum power line carrier communications. These signals shall be capable of passing through a single 600/120V or 480/120V transformer. The Scan Transponder and each meter shall select the best available combination of phase, frequency range and baud rate for communication at any given time.
 - b. RS-485. Install per manufacture's guidelines and recommended wire specification.
 - 2. All meters shall have as an option a local RS-485 serial port for direct connection to the PC.
 - 3. Individual meters shall be capable of being equipped with a modem for direct connection to a telephone line if necessary.

1.03 SCAN TRANSPONDER

- A. Scan Transponders shall be installed to collect data from meters on a daily basis and provide a centralized data access point.
- B. All communication shall be direct between a Scan Transponder and each meter, and under the control of the Scan Transponder. Meters will not repeat messages from other meters nor will message routing be determined by meters.
- C. A Scan Transponder shall be provided for every 240 electric metering points and one Scan Transponder shall be provided per utility transformer or electrical service.

DIVISION 16 ELECTRICAL SPECIFICATIONS

Contractor shall provide required location, quantities and voltage connections for Transponders based on manufacture's specifications and instructions.

- D. Scan Transponder shall begin each communication with a meter with verification of clock and meter ID to ensure date integrity.
- E. The Scan Transponder shall store downloaded meter values in flash memory and shall hold at least 30 days worth of records.
- F. All communication shall be direct between a Scan Transponder and each meter, and under the control of the Scan Transponder.
- G. Multiple Scan Transponders shall be connected by Data Link (RS-485).
- H. Where indicated on manufacturer's shop drawings, meter shall be connected to the Scan Transponder by Data Link (RS-485).
- I. Where indicated on manufacturer's shop drawings, provide a modem on a Scan Transponder for phone line connection to remote computer.
- J. Scan Transponder locations shall be approved by manufacture and installed per manufactures' guidelines. Upon request, manufacture shall provide a project specific design for Scan Transponder system.
- K. Owner shall provide a dedicated telephone line for remote access to the Transponder.

1.04 SOFTWARE

- A. Quadlogic's IQ software or comparable system shall be capable of reading the system, downloading the metered data, and generating energy bills for electricity. (System must also be capable of compiling data from other utility meters such as BTU, gas, water and steam.)
- B. Quadlogic's IQ software or comparable system shall be capable of producing graphs and charts for load profiling including intervals ranging from 5 through 60 minute time periods.
- C. Data collected through IQ software or comparable must be able to be uploaded to spreadsheet programs for analysis such as Microsoft Excel.

PART 2 – EXECUTION

2.01 INSTALLATION

- A. A circuit breaker shall be provided at the metering location to allow safe access to metering components without powering down the entire panel. Where utilized, S-200A meters require tenant disconnect to be on the line side of the electric meter.
- B. All meters shall be installed to manufacture's installation instructions.

2.02 SYSTEM COMISSIONING AND START-UP

- A. Contractor to provide third party testing of power metering system or "commissioning".

DIVISION 16 ELECTRICAL SPECIFICATIONS

The owner's submetering service company or manufacturer's qualified service organization can provide third party testing. Testing shall be performed prior to tenant occupancy through the following process:

1. Have the installation contractor record the "cross reference" or the meter serial number (unique ID), meter point, to apartment/unit relationship.
2. Check for power to the meter.
3. Check the serial number inside the meter.
4. Open the panel so that all CT's are visible.
5. Verify the CT ratio and write up the cross reference information for the meter.

NOTE TO SPECIFIER: ITEMS 6-8 BELOW APPLY TO RESIDENTIAL APPLICATIONS ONLY. DELETE IF METER/SYSTEM IS CONFIGURED FOR A COMMERCIAL APPLICATION.

6. Confirm the "cross reference". This can be accomplished by having one technician turn on a known load in the respective unit on each phase (hair dryer, electric heater, electric stove, etc)
7. Have a second technician at the meter verify the meter's phase diagnostics for the assigned apartments/units. Confirm that there is a significant increase on the load for each phase of the meter point.
8. Once all phases have been checked and loads are still running, turn off the breaker serving the apartment and confirm that all loads in the apartment are disconnected. This completes the verification of the cross-reference list.

B. Test Results:

1. Submit two draft copies of test results to the Owner for review.
2. After approval by the Owner, submit the test results in two final printed copies and one computer readable copy.

C. Third party testing shall include testing of Power Line Carrier Communications between power meters and Transponders referred to as "start up".

1. Testing shall confirm that all power meters included in cross reference are properly communicating with the Transponders.
2. Testing shall confirm that remote connection system via phone line is complete.
3. Testing shall confirm that all Transponders on the RS-485 network are communicating properly.

END OF SECTION

MAKE PAYMENT TO →

[Empty box for payment recipient]

PLEASE PAY BY:

[Empty box for payment due date]

USAGE - KWH

[Empty box for usage in kWh]

AMOUNT DUE - \$

[Empty box for amount due]

TENANT

METER NO.	PREVIOUS READING	CURRENT READING	USAGE - KWH	AMOUNT - \$	RATE - \$
					

RETAIN THIS PORTION FOR YOUR RECORDS

RETURN THIS STUB WITH PAYMENT



ENERGY SAVING IDEAS

Conserve Energy. Save Money. Protect the Environment.

What can you do to lower your electric bill? Quadlogic has put together the following guidelines to help you conserve energy and lower your electric bill. This information was collected from various sources*, and is intended to show you how easy it can be to make a few changes that won't have a big impact on your lifestyle but *will* have a big impact on your electric bill.

LIGHTING

- ❖ Replace ordinary light switches with dimmers. Dimmers let you set bulb brightness to suit different needs. Whenever lights are set at less than full brightness, you save energy.
- ❖ Replace ordinary incandescent bulbs with new compact fluorescent bulbs. Compact fluorescent bulbs give the same light levels as the ordinary bulbs they replace, but use 40-60% less energy.
- ❖ Use timers to turn off lights when you're away from home. That saves energy and adds security to your home.
- ❖ Use lower wattage bulbs whenever you can. Wattage isn't a measure of brightness, it's a measure of energy usage. The lower the wattage, the less energy used.
- ❖ Replace ordinary switches with motion sensors. Motion sensors monitor a room for the presence of people. When someone enters the room, lights go on automatically so you don't light an unoccupied room.

APPLIANCES

- ❖ Choose Energy Star appliances, which use considerably less energy than other appliances.
- ❖ Use your refrigerator as efficiently as possible by keeping the condenser coils clean.
- ❖ Use washers, dryers and dishwashers efficiently. Every time these appliances go through a cycle, they use very nearly the same amount of energy whether empty or full. So cleaning with full loads makes for best efficiency and best value on your energy dollars.
- ❖ Switch off the "instant on" feature in electronic devices. Many electronic products have an "instant on" circuit that uses energy continuously, even when the device is turned off. On some electronic devices, you can choose to turn it off.

COMPUTER & HOME OFFICE EQUIPMENT

- ❖ Turn your computer off when it is not in use. Much of the energy use associated with computer is wasted because PC's are often left on when not in use, including nights, weekends, and even extended periods of inactivity during the day.

- ❖ Turn off your display device or monitor. Monitors consume a significant portion of the energy used by PC's.
- ❖ Use a laptop. A typical laptop computer has a maximum power consumption of 15 watts, and extensive power management capabilities. A typical desktop PC, with display consumes about 10 times that or 150 watts, and has limited power management features. The potential energy savings from substituting PC's with portable laptops are large, up to 90% or more.
- ❖ Select a printer with power management capabilities. Printers with automatic "power down" features can reduce electricity use by over 65%.
- ❖ Select a fax machine with power management capabilities. Fax machines are generally turned on 24 hours-a-day to receive incoming faxes. However, they are typically in use for only 5% of the total time they are turned on. Fax machines with power management features can reduce energy costs by almost 50%.

AVERAGE ANNUAL ENERGY CONSUMPTION			
Equipment	Conventional Products	Energy Saving Products	Potential Energy Savings
Desktop PC's	500 kWh	250 kWh	50%
Fax Machines	300 kWh	135 kWh	55%
Laser Printers	750 kWh	270 kWh	65%
Copier (Medium)	1200 kWh	535 kWh	55%
Copier (Large)	2800 kWh	1200 kWh	55%

You may find "Energy Star" appliances at your local retail stores.

USEFUL LINKS

- www.sears.com
- www.circuitcity.com
- www.bestbuy.com
- www.pcrichard.com
- www.allcityappliance.com

OTHER HELPFUL HINTS

- ❖ Stop drafts coming in near doors, windows, or air conditioners. Drafts make the heating and cooling systems work harder therefore costing you more money.
- ❖ Stop leaks at faucets, toilets, tubs, and showers. If the leak is from hot-water faucets, it wastes the energy from your hot water heater and costing you more money.

* Sources: Con Edison, LIPA, Orange and Rockland, NYSEERDA, Niagra Mohawk, Southern California Edison.

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"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity. A copy of this notification of rights and procedures will be available in the management office for your convenience. For a full explanation of HEFPA, you can go to the Department of Public Service's website at www.dps.ny.gov, or you may review a copy of the regulations in the property manager's office.

The building at 606 W 57th St, New York, NY 10019 will be a submetered facility. 606 West 57 LLC is the owner of this building. The administration of submetering will be performed by an outside vendor, Quadlogic Controls Corporation ("Quadlogic"), located at 33-00 Northern Blvd., Long Island City, NY 11101. Quadlogic is a third-party agent under contract with 606 W 57th St, New York, NY 10019 to invoice/bill tenants for their monthly utility usage. Tenants will receive monthly bills from Quadlogic for their respective electric usage, (meters are read daily) which amounts are payable to TF Cornerstone Inc. 387 Park Avenue, 7th Floor, New York NY 10016. Management could also be contacted at 212-672-1000.

When a tenant has a question about electric bill or believes the electric bill is inaccurate, the following protocol will be followed:

Tenant should submit the complaint to the property manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The Property Management is TF Cornerstone Inc. and can be reached at 387 Park Avenue South, 7th Fl, New York, NY 10016. The Property Manager can be reached at 212-672- 1000 and email address Steven.Phillips@TFCornerstone.com. The property manager shall investigate and respond to the complaint in writing within 15 days of the receipt of the complaint. If the tenant and the property manager cannot reach an equitable agreement and tenant continues to believe the complaint has not been adequately addressed, then the tenant may file a complaint with the Public Service Commission through the department of Public Service. Alternatively, tenants may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov

The electric bills that you receive 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.

You have the right to request messages on bills and notices in Spanish. To make such a request, contact a representative by telephone at (212-672-1000) or by mail at TF Cornerstone Inc., 387 Park Avenue South, 7th Fl., New York, NY 10016. 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 el telefono 212-672-1000 o por correo escrito a la

siguiente direccion: c/o TF Cornerstone Inc.,387 Park Avenue South, 7th Fl., New York NY 10016.

You may request balanced billing for the payment of electric charges. This plan shall be designed to reduce fluctuations in customers' bills due to seasonal patterns of consumption. Balanced billing divides your electric costs into twelve (12) equal monthly payments. Periodically, 606 W 57th St, New York, NY 10019 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 electric costs in excess of your balanced billing amount paid. You may contact 606 W 57th St, New York, NY 10019 to discuss the details of this plan, if you are interested.

Your meter is read because it measures and records the actual amount of electric you use; this enables an accurate bill to be sent to you. Making sure your electric bills are accurate and correct is important to 606 W 57th St, New York, NY 10019 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. 9 - Electricity, Thirtieth Revised Leaf No. 202). 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 a 606 W 57th St, New York, NY 10019 representative by phone or in writing and he/she will work with you.

If you are having difficulty paying your electric bill, please contact us 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. 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, 606 W 57th St, New York, NY 10019 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. 606 W 57th St, New York, NY 10019 will make reasonable efforts to help you find a way to pay your bill.

Regardless of your payment history relating to your electric bills, your electric service will be continued if your health or safety is threatened. When 606 W 57th St, New York, NY 10019 becomes aware of such hardship 606 W 57th St, New York, NY 10019 can refer you to the Department of Social Services. Please notify 606 W 57th St, New York, NY 10019 if the following conditions exist:

- (a) Medical Emergencies. You must provide a medical certificate from your doctor or local board of health; or
- (b) Life Support Equipment. If you have life support equipment and a medical certificate.

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 that you are eligible for, please contact a 606 W 57th St, New York, NY 10019 representative 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 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 606 W 57th St, New York, NY 10019 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 feel it out if you qualify for any special protection described on the form. You may return the completed form to 606 W 57th St, New York, NY 10019 at the address above.

Residential Payment Agreement

Resident(s) Name(s): _____

Address: _____

Account No.: _____

The total amount owed to **TF Cornerstone Inc., 387 Park Avenue South 7th Fl., New York, NY 10016** 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”), **TF Cornerstone Inc., 387 Park Avenue South 7th Fl., New York, NY 10016** 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.**

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, **TF Cornerstone Inc., 387 Park Avenue South 7th Fl., New York, NY 10016** 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**, **TF Cornerstone Inc., 387 Park Avenue South 7th Fl., New York, NY 10016** 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 call TF Cornerstone Inc., 387 Park Avenue South 7th Fl., New York, NY 10016. 212-672-1000**

Payment of Outstanding Balance:

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

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:

Resident(s) Signature(s): _____ Date: _____

This agreement has been accepted by **TF Cornerstone Inc.**, If you and **TF Cornerstone Inc.**, cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.

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

CONFIDENTIAL
Evaluation of Customer's Ability To Pay

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. Do you own your home or do you rent? _____

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

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

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

10. Identify all other monthly expenditures by amount:

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

BUDGET BILLING PLAN

Customer Name: _____
Address: _____
Account# _____

As set forth below, **TF Cornerstone Inc., 387 Park Avenue South, 7th Fl., New York, NY 10016 (606 W 57th St, New York, NY 10019)** 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. 606 W 57th St, New York, NY 10019 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, 606 W 57th St, New York, NY 10019 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 606 W 57th St, New York, NY 10019 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:

Resident(s) Signature(s): _____

Date: _____

TF Cornerstone Inc.: _____

Date: _____

Return one signed copy to 606 W 57th St, New York, NY 10019 by MM/DD/YYYY.

Quarterly Billing Plan

Customer Name: _____

Premise Address: _____

Account Number: _____

Under this plan, **TF Cornerstone Inc., 387 Park Avenue South 7th Fl., New York, NY 10016** 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, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

[] Yes! I would like Quarterly Billing:

Return one completed copy to TF Cornerstone Inc., by MM/DD/YYYY.

Past Due Reminder Notice

RESIDENT(S) NAME(S): _____

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 **TF Cornerstone Inc., 387 Park Avenue South 7th Fl., New York, NY 10016** 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 TF Cornerstone Inc. for this account as of MM/DD/YYYY is: \$XX.XX.

FAILURE TO MAKE PAYMENT NOTICE DATED:

Resident(s) Name(s): _____

Address: _____

Account No.: _____

Dear [customer name]:

Your account is now ninety (90) days overdue. Please make payment of **\$XX.XX** by **MM/DD/YY** or we shall institute termination of your electricity service.

PLEASE REMIT \$XX.XX BY MM/DD/YY 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 **TF Cornerstone Inc., 387 Park Avenue South 7th Fl., New York, NY 10016** at **212-672-1000**. If you or anyone in your household meets any of the following conditions please contact us: medical emergency, elderly, blind, or disabled.

Sincerely,

TF Cornerstone Inc.

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

TF Cornerstone Inc.
387 Park Avenue South 7th Fl.
New York, NY 10016
Tel: 212-672-1000

Resident(s) Name(s): _____

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 anytime after **MM/DD/YYYY**.

FINAL TERMINATION NOTICE DATED:

Resident(s) Name(s): _____

Address: _____

Account No.: _____

Dear [customer name]:

By letter dated **MM/DD/YY**, we notified you that your failure to remit the past due amount of **\$XX.XX** by **MM/DD/YY** 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/YY**.

If you disagree with the amount owed, you may call or write **TF Cornerstone Inc., 387 Park Avenue South 7th fl., New York, NY 10016** (telephone # **212-672-1000**) or you may contact the Public Service Commission at 1-800-342-3377.

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

PLEASE REMIT \$XX.XX BY MM/DD/YY 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 **TF Cornerstone Inc., 387 Park Avenue South 7th Fl., New York, NY 10016**. If you or anyone in your household meets any of the following conditions please contact **TF Cornerstone Inc.:** medical emergency, elderly, blind, or disabled.

Sincerely,

TF Cornerstone Inc.,

**SPECIAL PROTECTIONS
REGISTRATION FORM**

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

**TF Cornerstone Inc.
387 Park Avenue South 7th Floor
New York, NY 10016
Tel: 212-672-1000**

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 (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

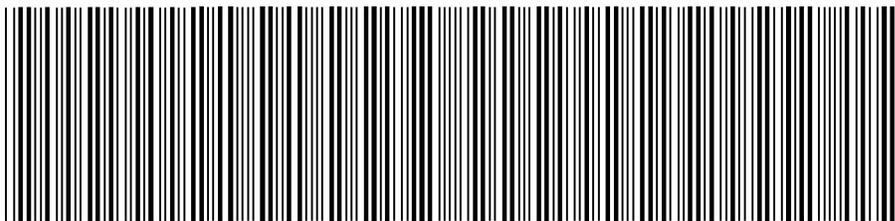
Telephone # Daytime

Evening

Designee Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2012060600137001001EA83D

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 15

Document ID: 2012060600137001

Document Date: 05-29-2012

Preparation Date: 06-06-2012

Document Type: MEMORANDUM OF LEASE

Document Page Count: 13

PRESENTER:

MADISON TITLE AGENCY, LLC
(PICK-UP-RAPID) AS AGENT FOR OLD REPUBLIC
1125 OCEAN AVENUE
LAKEWOOD, NJ 08701
212-808-9400
pickup@rapidrecording.com

RETURN TO:

FRIED, FRANK, HARRIS, SHRIVER & JACOBSON LLP
ATTN: DAVID I BADAIN, ESQ.
ONE NEW YORK PLAZA
NEW YORK, NY 10004
TNANY-070442 (bb)

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1104	31	Entire Lot	829-835 ELEVENTH AVENUE

Property Type: OTHER

Borough	Block	Lot	Unit	Address
MANHATTAN	1104	40	Entire Lot	617 WEST 56TH STREET

Property Type: COMMERCIAL REAL ESTATE

x Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or Year _____ Reel _____ Page _____ or File Number _____

PARTIES

LESSOR:

FOUR PLUS CORPORATION
5251 HAMPSTEAD HIGH STREET, SUITE 300
MONTGOMERY, AL 36116

LESSEE:

602 WEST 57 LLC
C/O TF CORNERSTONE LLC, 387 PARK AVENUE
SOUTH
NEW YORK, NY 10016

x Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage			Filing Fee:	\$	250.00
Mortgage Amount:	\$	0.00			
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:	\$	0.00
Exemption:					
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	\$	106,024.00
City (Additional):	\$	0.00			
Spec (Additional):	\$	0.00			
TASF:	\$	0.00			
MTA:	\$	0.00			
NYCTA:	\$	0.00			
Additional MRT:	\$	0.00			
TOTAL:	\$	0.00			
Recording Fee:	\$	111.00			
Affidavit Fee:	\$	0.00			

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

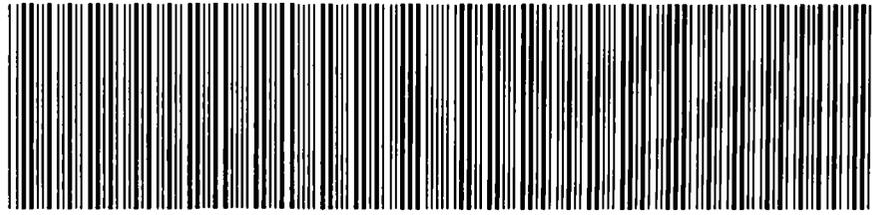
Recorded/Filed 06-15-2012 13:58
City Register File No.(CRFN):
2012000234479



Annette McMill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2012060600137001001CAABD

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 15

Document ID: 2012060600137001

Document Date: 05-29-2012

Preparation Date: 06-06-2012

Document Type: MEMORANDUM OF LEASE

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1104	44	Entire Lot	622 WEST 57TH STREET
Property Type: COMMERCIAL REAL ESTATE				
Borough	Block	Lot	Unit	Address
MANHATTAN	1104	55	Entire Lot	642 WEST 57TH STREET
Property Type: COMMERCIAL REAL ESTATE				

PARTIES

LESSOR:

GE 57TH STREET SOUTH HOLDINGS LLC
C/O JP MORGAN CHASE BANK, N.A., 270 PARK
AVENUE, 16TH FLOOR
NEW YORK, NY 10017

LESSOR:

SWALLOW II LLC
24 COOK ROAD
PELHAM, MA 01002

LESSOR:

APPLEBY-SOUTH HOLDINGS, LLC
C/O GRAEME PHILP BUIST MOORE SMYTHE MCGEE
PA, 5 EXCHANGE STREET
CHARLESTON, SC 29401

LESSOR:

EE 57TH STREET SOUTH HOLDINGS LLC
C/O JP MORGAN CHASE BANK, N.A., 270 PARK
AVENUE, 16TH FLOOR
NEW YORK, NY 10017

LESSOR:

FADLING II LLC
CREEKSIDE FARM, 5505 FADLING ROAD SW
OLYMPIA, WA 98512

FILING RECEIPT

=====

ENTITY NAME: TF CORNERSTONE (CHLP GP) LLC

DOCUMENT TYPE: AMENDMENT (DOM LLC)
NAME PROVISIONS

COUNTY: NEWY

=====

FILED:04/23/2009 DURATION:***** CASH#:090423000355 FILM #:090423000325

FILER:

CHARLES B KATZENSTEIN ESQ
290 PARK AVENUE SOUTH 14TH FL

NEW YORK, NY 10010-5312

ADDRESS FOR PROCESS:

REGISTERED AGENT:



=====

SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 00

FEEs	120.00
FILING	60.00
TAX	0.00
CERT	0.00
COPIES	10.00
HANDLING	50.00

PAYMENTS	120.00
CASH	0.00
CHECK	0.00
CHARGE	120.00
DRAWDOWN	0.00
OPAL	0.00
REFUND	0.00

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
April 23, 2009.

Paul LaPointe

Paul LaPointe
Special Deputy Secretary of State

090423000 325

New York State
Department of State
Division of Corporation, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.state.ny.us

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF ORGANIZATION
OF
TF CORNERSTONE (CHLP GP) L.L.C.**

[Under Section 211 of the Limited Liability Company Law]

The undersigned being an authorized person of TF Cornerstone (CHLP GP) L.L.C., a limited liability company duly organized and existing under the laws of the State of New York hereby CERTIFIES as follows:

FIRST: The name of the limited liability company (the "Company") is: TF Cornerstone (CHLP GP) L.L.C.

SECOND: The articles of organization of the Company were filed by the Department of State of the State of New York on April 7, 2009.

THIRD: The articles of organization of the Company are amended in the following respects:

Paragraph First of the Articles of Organization relating to the name of the limited liability company is hereby amended to read as follows:

"FIRST: The name of the limited liability company is TF CORNERSTONE (CHLP GP) LLC"

The following new Article Fourth is added to provide for the Company to be managed by one or more managers:

"FOURTH: The Company shall be managed by one or more managers."

IN WITNESS WHEREOF, this certificate of amendment has been subscribed this April 22, 2009, by the undersigned.



Charles B. Katzenstein, authorized person

090423000 325

CERTIFICATE OF AMENDMENT OF
ARTICLES OF ORGANIZATION
OF
TF CORNERSTONE (CHLP GP) L.L.C.
 [Under Section 211 of the Limited Liability Company Law]

Charles B. Katzenstein
 290 Park Avenue South, 14th Floor
 New York, NY 10010-5312

lcc

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED APR 23 2009

TAXS _____

2009 APR 23 AM 11:14

FILED

RECEIVED
 2009 APR 22 PM 2:03

355

FILING RECEIPT

=====

ENTITY NAME: 606 WEST 57 LLC

DOCUMENT TYPE: AMENDMENT (DOM LLC)
NAME

COUNTY: NEWY

=====

FILED:06/28/2012 DURATION:***** CASH#:120628000598 FILM #:120628000553

FILER:

CHARLES B KATZENSTEIN
387 PARK AVENUE SOUTH 7TH FL

NEW YORK, NY 10016

ADDRESS FOR PROCESS:

REGISTERED AGENT:



=====

SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 00

FEEs 120.00

FILING 60.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 50.00

PAYMENTS 120.00

CASH 0.00
CHECK 0.00
CHARGE 120.00
DRAWDOWN 0.00
OPAL 0.00
REFUND 0.00

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on June 29, 2012.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

120628000553

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.ny.gov

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF

602 WEST 57 LLC

(Insert Name of Domestic Limited Liability Company)

Under Section 211 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

602 WEST 57 LLC

If the name of the limited liability company has been changed, the name under which it was organized is: TF Comerstone (CHLP GP) LLC

SECOND: The date of filing of the articles of organization is: April 7, 2009

THIRD: The amendment effected by this certificate of amendment is as follows: (Set forth each amendment in a separate paragraph providing the subject matter and full text of each amended paragraph. For example, an amendment changing the name of the limited liability company would read as follows: Paragraph *First* of the Articles of Organization relating to *the limited liability company name* is hereby amended to read as follows: *First: The name of the limited liability company is ... (new name) ...*)

Paragraph First of the Articles of Organization relating to

the name of the limited liability company

is hereby amended to read as follows:

FIRST: The name of the limited liability company [the "Company"] is 606 West 57 LLC

X *Charles B. Katzenstein*
(Signature)

Charles B. Katzenstein
(Type or print name)

Capacity of signer (Check appropriate box):

- Member
- Manager
- Authorized Person

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF

602 WEST 57 LLC

(Insert Name of Domestic Limited Liability Company)

Under Section 211 of the Limited Liability Company Law

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUN 28 2012

TAX \$ 0

BY: *[Signature]*

Filed by: Charles B. Katzenstein
(Name)
387 Park Avenue South, 7th Fl.
(Mailing address)
New York, NY 10016
(City, State and Zip code)

NOTE: This form was prepared by the New York State Department of State for filing a certificate of amendment of a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$60 filing fee made payable to the Department of State.

(For office use only.)

FILED
2012 JUN 28 PM 1:19

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on March 14, 2012.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

120314000 839

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF ORGANIZATION**

OF

TF CORNERSTONE (CHLP GP) LLC

[Under Section 211 of the Limited Liability Company Law]

The undersigned being an authorized person of TF Cornerstone (CHLP GP) LLC, a limited liability company duly organized and existing under the laws of the State of New York, hereby CERTIFIES as follows:

FIRST: The name of the limited liability company (the "Company") is TF Cornerstone (CHLP GP) LLC. The name under which the Company was organized is TF Cornerstone (CHLP GP) L.L.C.

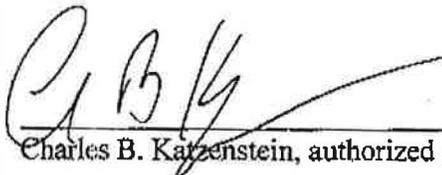
SECOND: The articles of organization of the Company were filed by The Department of State of the State of New York on April 7, 2009.

THIRD: The articles of organization of the Company are hereby amended in the following respect:

Paragraph FIRST of the Articles of Organization which recited the name of the Company is hereby amended in its entirety to read as follows:

"FIRST: The name of the limited liability company is 602 West 57 LLC."

IN WITNESS WHEREOF, this certificate of amendment has been subscribed this 13 day of March 2012, by the undersigned who affirms that the statements made herein are true under the penalties of perjury.



Charles B. Katzenstein, authorized person

120314000839

RECEIVED
2012 MAR 14 PM 12:16

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF ORGANIZATION**

OF

TF CORNERSTONE (CHLP GP) LLC

[Under Section 211 of the Limited Liability Company Law]

Charles B. Katzenstein, Esq.
387 Park Avenue South, 7th Floor
New York, New York 10010

FILED
2012 MAR 14 PM 2:06

100
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAR 14 2012
XS
LSTJ

CSJ-Φ

812

FILING RECEIPT

ENTITY NAME: TF CORNERSTONE (CHLP GP) L.L.C.

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: NEWY

FILED:04/07/2009 DURATION:***** CASH#:090407000209 FILM #:090407000186

FILER:

EXIST DATE

CHARLES KATZENSTEIN
C/O ROCKROSE
290 PARK AVENUE SOUTH, 14TH FLOOR
NEW YORK, NY 10010-5312

04/07/2009

ADDRESS FOR PROCESS:

THE LLC
ATTN: GENERAL COUNSEL
NEW YORK, NY 10010-5312

290 PARK AVENUE SOUTH, 14TH FL

REGISTERED AGENT:



SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 00 *

FEEs	260.00
FILING	200.00
TAX	0.00
CERT	0.00
COPIES	10.00
HANDLING	50.00

PAYMENTS	260.00
CASH	0.00
CHECK	0.00
CHARGE	260.00
DRAWDOWN	0.00
OPAL	0.00
REFUND	0.00

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
April 7, 2009.

Paul LaPointe

Paul LaPointe
Special Deputy Secretary of State

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dns.state.ny.us

090407000 186

(This form must be printed or typed in black ink)

ARTICLES OF ORGANIZATION OF

TF CORNERSTONE (CHLP GP) L.L.C.

(Insert name of Limited Liability Company)

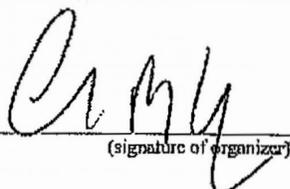
Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is: TF Cornerstone (CHLP GP) L.L.C.

SECOND: The county within this state in which the office of the limited liability company is to be located is: the County of New York

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

290 Park Avenue South, 14th Floor, New York, NY 10010-5312, Attention: General Counsel


(signature of organizer)

Charles B. Katzenstein, Organizer
(print or type name of organizer)

090407000186

ARTICLES OF ORGANIZATION
 OF
TF CORNERSTONE (CHLP GP) L.L.C.
(Insert name of Limited Liability Company)

Under Section 203 of the Limited Liability Company Law

Filed by: Charles Katzenstein
(Name)
c/o Rockrose, 290 Park Avenue South, 14th Floor
(Mailing address)
New York, NY 10010-5312
(City, State and ZIP code)

NOTE: This form was prepared by the New York State Department of State for filing articles of organization for a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$200 filing fee made payable to the Department of State.

Ice
 STATE OF NEW YORK
 DEPARTMENT OF STATE
 FILED APR 07 2009
 TAX \$ _____
 BY: LMC

2009 APR - 6 PM 3: 08
 2009 APR - 7 AM 9: 58
 RECEIVED

209

TF CORNERSTONE. STABILIZED APARTMENT LEASE

©2015 TF Cornerstone Inc., New York, New York. All rights reserved.

Important Notices For Tenants - Please Read Carefully

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

Please refer to Paragraph 25 for a waiver of a trial by jury and other rights.

IMPORTANT TERMS OF THIS LEASE

LEASE DATED: _____

OWNER: _____, a [New York] [Delaware] Limited Liability Company

TENANT: _____

CURRENT ADDRESS OF TENANT: _____

TENANT'S ADDRESS FOR ELECTRONIC NOTICE (only one Name may be used): ELECTRONIC NOTICE TO BE MARKED ATTENTION OF: _____

E-MAIL ADDRESS: _____

APARTMENT: __ ON THE __ FLOOR IN BUILDING AT
_____, _____, NEW YORK

MAILING ADDRESS (IF DIFFERENT THAN BUILDING ADDRESS): _____
_____, _____, NEW YORK

LEASE TERM: __ Years, __ Months and __ Days Beginning On _____
and Ending _____

MONTHLY RENT: \$ _____ SECURITY DEPOSIT: \$ _____

Name and Address of Institution Where Security Will Be Deposited:

OCCUPANTS (Other than Tenant):

Children 10 years old or less (indicate name and age):

Others: _____

EMERGENCY CONTACT(S) (name, address, phone number(s), e-mail address and relationship to tenant): _____

THIS LEASE INCLUDES, AND IS MODIFIED BY, THE DOCUMENTS MARKED BELOW:

Building Rules

Corporate Apartment Rider

- | | | | |
|-------------------------------------|--|--------------------------|----------------------------|
| <input type="checkbox"/> | Disclosure of Information on Lead-Based Paint | <input type="checkbox"/> | East Coast Rentals Rider |
| <input type="checkbox"/> | Equipment Access Rider | <input type="checkbox"/> | Furnished Apartment Rider |
| <input type="checkbox"/> | Lease/Commencement of Occupancy Notice for Prevention of Lead-Based Paint Hazards and Window Falls – Inquiry Regarding Child | | |
| <input type="checkbox"/> | Multiple Apartment Rider | <input type="checkbox"/> | Owner's Cancellation Rider |
| <input type="checkbox"/> | Pet Rider (with photos) | <input type="checkbox"/> | Pro-Rata Rent Rider |
| <input checked="" type="checkbox"/> | Rent Stabilization Lease Rider | <input type="checkbox"/> | Storage Space Rider |
| <input type="checkbox"/> | Tenants' Cancellation Rider | | |
| <input type="checkbox"/> | Building Specific Rider(s): _____ | | |
| <input type="checkbox"/> | Other: _____ | | |

THIS LEASE IS ALSO MODIFIED BY THE SEPARATE DOCUMENTS MARKED BELOW:

- | | | | |
|--------------------------|------------------------------|--------------------------|--|
| <input type="checkbox"/> | Adverse Conditions Agreement | <input type="checkbox"/> | Designated Occupant Notice and Agreement |
| <input type="checkbox"/> | Fitness Center Agreement | <input type="checkbox"/> | Playroom Agreement |
| <input type="checkbox"/> | Preferential Rent Agreement | <input type="checkbox"/> | Rent Abatement Agreement |
| <input type="checkbox"/> | Other: _____ | | |

The above terms and conditions of this Lease have been reviewed by Tenant and are hereby accepted, approved and agreed to by Tenant.

Tenant Signature

Tenant Signature

Tenant Signature

INTRODUCTION AND AGREEMENT

THIS LEASE is made on the date indicated above, between the Owner named above, acting by and through its agent, TF Cornerstone Inc., both of which have an address at 387 Park Avenue South, New York, New York 10016 and You, the Tenant whose name and address is stated above.

This Lease, and the other documents indicated above, contain the agreements between You and Owner concerning Your rights and obligations and the rights and obligations of Owner. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Lease and all of its attached parts and the other documents indicated above carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Lease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease and the documents indicated above. You understand that any other agreements, whether made before or after this Lease was signed, will not be enforceable.

1. APARTMENT; TENANCY AND USE

1.1 **Rental of Apartment.** Owner agrees to lease to You and You agree to hire from Owner, the Apartment in the Building specified above.

1.2 **Occupants of Apartment.** Unless You obtain the prior written consent of Owner (which Owner may withhold for any or no reason), the Apartment may only be occupied by (.1) You, (.2) members of Your immediate family and (.3) if and to the extent that New York Real Property Law §235-f applies and is non-waivable, occupants and dependent children of occupants as defined in and to the limited extent required by §235-f. You represent to Owner that the only occupants of the Apartment are You and the other occupants listed above. You shall promptly notify Owner of any change in occupancy of the Apartment, which notice shall include any additional occupant's name, date of birth, social security number and relationship to You.

1.3 **Use of Apartment.** The Apartment is a "Class A" multiple dwelling and You shall use the Apartment for "permanent residence purposes" only as defined in §4(8)(a) of, and in compliance with, the New York Multiple Dwelling Law, as amended from time to time. Without limiting the generality of the preceding sentence,

[.1] in no event shall You engage in any apartment exchange or swap with anyone else when You are absent from the Apartment;

[.2] You shall not require or accept monetary or other compensation from any occupant for fewer than thirty consecutive days when You are temporarily absent from the Apartment, and if You do receive compensation, You shall promptly refund such compensation (or its fair

value) to such occupant upon demand by Owner or such occupant; and

[.3] You shall not operate any business within the Apartment, except that if any space in the Apartment is legally designated for "home occupations" such space may also be used for "home occupations" but only as permitted by law.

1.3.1 Short Term Rentals are Prohibited. Without limiting the generality of the foregoing, You shall not [.1] use or operate the Apartment as a bed and breakfast, short term or temporary rental, hotel or other facility for transients, or as a vacation swap in exchange for another apartment or facility (a "short term rental") [.2] advertise on any internet site or otherwise, including Airbnb.com and homeexchange.com, that the Apartment is available for any short term rental or vacation exchange, or [.3] give anyone who is not a lawful occupant or guest of the Apartment pursuant to this Lease (a "Trespasser") any key, electronic card or other means of entry to the Apartment, the Building or any of the common areas of the Building.

1.3.2 Each Trespasser shall be deemed a trespasser without any right to enter or remain anywhere in the Building. Without limiting the generality of the foregoing, Owner may, in its discretion, refuse to admit any Trespasser to the Building and eject any Trespasser from the Building.

1.3.3 You shall indemnify, defend and hold harmless Owner against any and all claims, judgments, liabilities, costs and expenses (including reasonable attorneys' fees, fines and/or penalties) resulting from Your breach of this §1.3.

1.3.4 A default by You under this §1.3, is a material breach of a substantial obligation of this Lease and notwithstanding §§15.1.2 and 15.2 or any other provision of this Lease to the contrary, [.1] Owner may serve You with a written notice of default to stop or correct such default within seven (7) days, in which case You must then stop or correct the default within such seven (7) day period, irrespective of whether You need more time to do so, and [.2] If You do not correct such default within seven (7) days (rather than ten (10) days as set forth in §15.2) as set forth in such notice of default, Owner shall give You a notice of termination that this Lease will end seven (7) days after the date the notice of termination is sent to You, as set forth in §15.2.

2. LENGTH OF LEASE

The term (that means the length) of this Lease is as specified above, except that, if You do not do everything You agree to do in this Lease, Owner may have the right to end this Lease before the above date.

3. RENT; LATE CHARGE

3.1 **Monthly Rent.** Your monthly rent for the Apartment is as stated above. You must pay Owner the rent, in advance, on the first day of each month either at the address specified in a rent bill or, if You do not receive a bill, at the address stated above, or through Owner's online payment service or at another place that Owner may inform You of by written notice. If You

pay by check or money order, You must pay with a single check or money order for the entire month's rent, even if there is more than one person signing this Lease as Tenant. You must pay the security deposit and the first month's rent to Owner when You sign this Lease. If required by Owner, You will make such payment by certified or bank check. If any concession or special amenity is for any reason given to You, such concession or special amenity is to induce Your initial occupancy of the Apartment and is not intended to be, and shall not be a term or condition of, any renewal of this Lease.

3.2 Rent Adjustments. As this Lease is for a Rent Stabilized apartment, the rent shall be adjusted up or down during the Lease term, including retroactively, to conform to the Rent Guidelines or based on an order or other determination by the New York State Division of Housing and Community Renewal ("DHCR").

3.2.1 Owner is authorized to apply the DHCR for rent increases because of building-wide major capital improvements or because of Owner hardship. Where Owner, upon application to DHCR, whether presently pending or made hereafter, is found to be entitled to an increase in rent, retroactive charges or other relief:

(a) You and Owner will be bound by the determination of DHCR, subject to any right of a court to review such determination; and

(b) If DHCR grants an increase in rent or requires that You pay Owner retroactive charges, You must pay such increase and charges in the manner set forth by DHCR except that if 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 this Lease on sixty (60) days written notice to Owner. During said period You may continue in occupancy at the approved increase in rent.

3.2.2 The rent provided for in this Lease may be increased or decreased retroactively to the commencement of the term of this Lease, to conform to the lawful Rent Guidelines which apply to this Lease as issued by the New York City Rent Guidelines Board or any successor agency.

3.2.3 If for any reason Owner, in accordance with the Rent Stabilization Law or the Rent Stabilization Code is or becomes entitled to an increase in rent over and above the amount set forth in this Lease without the necessity to make application to or obtain an order from DHCR, then You must pay such rent increase.

3.3 Late Charge. If You fail to make a payment of all or any part of the monthly rent for the Apartment within 5 days after its due date You shall pay to Owner, as additional rent, a late charge equal to five percent (5%) of the full amount of such monthly rent for each month that any sum remains unpaid. In addition, if You fail to make a payment of any additional rent or fees within 5 days after its due date, You shall pay to Owner, as additional rent, a late charge equal to five percent (5%) of the amount that is overdue, which late charge shall increase by an additional five percent (5%) per month if any such additional rent or fees remain unpaid for more than one month. These late charges are in addition to any other remedy for non-

payment of rent, additional rent or fees available to Owner pursuant to this Lease or law.

3.4 **Rent Payments.** The rent under this Lease shall commence on the first day of its term, provided the Apartment is vacant as of that date (even if any painting and cleaning of the Apartment is not finished). Thereafter, you must pay rent on the first day of each and every month regardless of whether or not You receive a rent bill. Rent will only be accepted from the tenant of record. If a rent payment is accepted from someone other than the tenant of record, such acceptance shall not confer any right, title or interest under this Lease or to the Apartment to the individual or entity who made such payment.

3.5 **Partial Calendar Months.** If this Lease does not start on the first day of a calendar month, You still must pay the full month's rent for that month; any overpayment will be applied towards the second month's rent as set forth in a Pro Rata Rent Rider to this Lease. You must pay the full month's rent for the last month of the term of this Lease; You will not be entitled to any refund if You move out before the end of that month.

4. SECURITY DEPOSIT

You are required to give Owner the sum specified above as a security deposit, which shall be due and payable when you sign this Lease. Owner will deposit this security with the bank or savings institution named above or another one as Owner may select. The bank account will earn interest at the rate set by the bank from time to time, for similar residential rent security deposit accounts. The interest rate will not be less than the prevailing rate earned by other such deposits made with banking organizations in the area; but this may be less than the rate earned by other types of accounts and may be less than the maximum available interest rate. Owner will be entitled to 1% per annum interest on the security deposit for administrative costs; the balance of the interest, if any, will be applied as provided below.

4.1 **Interest on Security.** If You carry out all of Your agreements in this Lease, at the end of each calendar year, Owner or the bank will pay to You Your share of the interest earned on the security deposit, if any.

4.2 **Refund of Security.** If You carry out all of Your agreements in this Lease and move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it (except for ordinary wear and tear, or damage caused by fire or other casualty not caused by You or anyone else in the Apartment), Owner will return to You the full amount of the security deposit and Your share of the interest within 60 days after this Lease ends. However, if You do not carry out all Your agreements in this Lease, Owner may keep all or part of the security deposit and Your share of the interest which has not yet been paid to You as is necessary to pay Owner for any losses incurred, including missed payments.

4.3 **Transfer of Security to New Owners.** If Owner sells or leases the Building, Owner will turn over the security, with interest, either to You or to the person buying or leasing (a lessee) the Building within 5 days after the sale or lease. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the security has been turned over. In such case, Owner will have no further responsibility to You for the

security or Your share of the interest. The new owner or lessee will become responsible to You for the security and Your share of the interest.

4.4 Security Deposit and Last Month's Rent. If You violate this Lease by using the security as the last month's rent, You will be required to pay Owner a special handling charge equal to 25% of one month's rent in addition to damages, if any. This handling charge is deemed additional rent and is due and payable on the last day of the last month of the term of this Lease.

5. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Your damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start, and Your obligation to pay rent will begin, on the date when You can move in; and the ending date in Article 2 will be changed to a date that is the last day of the calendar month in which (.1) the second anniversary of the date You can move in occurs (if the term of this Lease as set forth in Article 2 is for two years or more) or (.2) the first anniversary of the date You can move in occurs (if the term of this Lease as set forth in Article 2 is for less than two years). Owner will give You notice (which for this purpose includes oral or electronic notice) of the date that You can move in. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, You may notify Owner in writing, that Owner has 15 additional days to let You move in, or else this Lease will end. If Owner does not allow You to move in within those additional 15 days, then this Lease will end and any rent and the security deposit paid by You on account of this Lease will be refunded promptly by Owner.

6. PETS

Unless there is a Pet Rider to this Lease, You are representing to Owner that You do not have any pets and You have no intention of acquiring a pet. If You do acquire or intend to acquire a pet, You must obtain the prior written approval from Owner (which, except as may be required by a non-waivable provision of law, may be withheld for any or no reason). You must request such approval by certified mail, return receipt requested. Your notice to Owner must include the name, type, breed, color, weight (which may not exceed 50 pounds, fully grown), size and age of Your pet, two photographs (one front and one side) of Your pet and a statement that You have no other pets, or if You do have other pet(s) describing those other pets. Except as may be required by a non-waivable provision of law, OWNER WILL NOT CONSENT TO MORE THAN ONE DOG OR TWO CATS PER APARTMENT, ANY (EVEN ONE) PIT BULL, ROTHWEILLER, OR OTHER BREED OR ANIMAL THAT IS PRONE TO HAVING A VICIOUS NATURE, OR ANY OTHER ANIMAL (EXCEPT FOR SMALL BIRDS, SMALL FISH, SMALL RODENTS AND SMALL REPTILES). ANIMAL COMBINATIONS, SUCH AS ONE DOG AND ONE HAMSTER, ARE SUBJECT TO APPROVAL BY OWNER. If Owner shall consent to Your having a pet, such consent will be SUBJECT TO YOUR COMPLIANCE WITH ALL BUILDING RULES AND ALL LAWS. Any violation of this Article 6 will give Owner the right to end this Lease.

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

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7.1 Care of the Apartment. You must take good care of the Apartment and not permit or do any damage to the Apartment except Excusable Damage (The term "Excusable Damage" as used in this Article means any damage caused by ordinary wear and tear and damage due to fire or other casualty not caused by You or anyone else in the Apartment).

7.2 Moving Out.

7.2.1 Rent for the last month of this Lease must be paid on or before the first day of the month. The security deposit may not be used for this purpose. Even if You vacate early, rent is due until the last day of this Lease and will not be pro-rated.

7.2.2 On or before the ending date of this Lease:

(a) You and all other persons must move out of the Apartment.

(b) You must repair and restore the Apartment, at Your own cost and expense, so that it will be in good order and in the same condition it was in when You first occupied it, except for Excusable Damage (as defined in Section 7.1 of this Lease).

(c) You must remove, from the Apartment and from all storage and other areas of the Building, at Your own cost and expense, all of Your moveable property, as well as all furnishings, installations, attachments, wires, cables, conduits, wallpaper, paneling, mirrors, murals and other wall coverings, bookcases, cabinets, and all vinyl tile, linoleum, carpeting and other floor coverings (including all nails, tacks or stripping by or to which the same may have been attached) that You or any previous tenant may have installed, whether or not these items were installed with Owner's consent, at Your own cost and expense.

(d) You must schedule Your move (including Your use of the elevator) with the Building's superintendent, give all apartment and mailbox keys to Owner, and notify Owner in writing of Your forwarding address. You must also give Owner all keys and access cards, if any, used to gain entry to the Building or any of the Common Facilities. If You lose or fail to return any keys or access cards which were furnished to You by Owner, You shall pay Owner the cost of replacing them and Owner may deduct such costs from the security deposit held by Owner.

(e) You must restore and repair to its original condition those portions of the Apartment affected by the items described in (c) above, at Your own cost and expense. This means, for example that [i] You must restore all walls and floors to the same condition in which they were received, except for Excusable Damage; [ii] You must leave the walls in good order and prime painted; and [iii] You must have the floor and adjacent areas scraped, refinished and repaired so that the affected areas and contiguous areas are uniform in color and finish.

7.3 Remaining Property. If anyone or if any of Your property remains in the Apartment after this Lease ends, Owner may either [.1] treat You as still in occupancy and charge You "use and occupancy" for the Apartment (which, shall be an amount that is not less than 125% of the rent You were paying on the last day of this Lease; or [.2] Owner may consider that You have given Stabilized Lease (TFC15)

up the property remaining in the Apartment, in which case, Owner may discard the property or store it at Your expense, and You will have to pay Owner for all costs and expenses incurred in removing and/or storing such property. In either case You will also owe Owner for all losses, costs and expenses incurred by Owner as well as any losses, costs and expenses incurred by a new tenant if the new tenant's moving into the Apartment is delayed by You.

7.4 Failure To Repair or Restore Property. If You fail to duly and punctually perform any of Your obligations under this Article, Owner may do so, at Your expense. Owner, in addition to any of its other rights and remedies, may deduct the costs of performing any of Your obligations, from any security deposit held by Owner.

7.5 Obligations Survive the Expiration of Lease. Your obligations under this Article 7 will continue even after this Lease ends. Without limiting the generality of the foregoing, if any of You do not sign a renewal lease for the Apartment that person's obligations under this Lease will continue.

8. CHANGES AND ALTERATIONS TO APARTMENT

8.1 Consent of Owner Required. You may not, without Owner's prior written consent in each instance:

8.1.1 Build in, add to, change or alter the Apartment in any way (including wallpapering, cabling, painting, repainting or other decorating);

8.1.2 Install or use in the Apartment any of the following: clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other equipment which, in Owner's opinion, will overload the existing wiring installation or plumbing in the Building, create a hazardous condition or interfere with the use of any Building facilities by other tenants of the Building;

8.1.3 Place in the Apartment water or other fluid-filled furniture such as waterbeds; or

8.1.4 Install, change, attach, remove or disconnect any couplings, offshoots, cable, pipe or conduit wherever located.

8.2 Painting; Flooring; Drawers. You shall not cover, paint or chemically treat or in any other way alter or decorate the kitchen cabinets, bathroom tile or exposed brick walls, if any, in the Apartment. You shall not line any drawers or cabinets with heavy stick or strong hold contact paper or the like. You shall not scrape, stain or refinish any floors in the Apartment except as required by Owner as provided elsewhere in this Lease. You must get the prior written consent of Owner for any painting or decorating in the Apartment. You shall not use peel-and-stick picture hangers or stick-on-hooks of any kind on any surface of the Apartment.

8.3 No Structural Alterations. You shall not, without first obtaining the written consent of Owner, make in the Apartment, or on any terrace, balcony, roof deck or patio that is accessible from the Apartment, any structural alteration of any kind or install any electrical or other

equipment which may impose an excess load on existing electric, gas or water supplies. You 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.

8.4 **Mechanics Liens.** In case there shall be filed a notice of mechanics lien against the Building for or purporting to be for labor or materials alleged to have been furnished or delivered for the Apartment to or for You, You shall immediately cause such lien to be discharged by payment, bonding or otherwise and, if You shall fail to cause such lien to be discharged within ten (10) days after notice from Owner, then Owner may cause such lien to be discharged by payment, bonding or otherwise, without investigation as to the validity of or any offsets or defenses to such lien, and Owner may collect such amounts and all costs and expenses paid or incurred in connection with such lien from You, including reasonable attorneys' fees and disbursements, together with interest thereon from the time of payment of such lien.

8.5 **Sprinklers.** You 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 You 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 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), You will be responsible for any damages caused by the same. You acknowledge having been advised that by law it is a misdemeanor to tamper with a fire sprinkler system.

9. **YOUR DUTY TO COMPLY WITH LAW**

9.1 **Law.** You will obey and comply with all (.1) present and future laws which affect the Building or the Apartment or the occupancy or use thereof, and (.2) orders and regulations of Insurance Rating Organizations which affect the Apartment or the Building or the occupancy or use thereof. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.

9.2 **Building Rules.** You will obey all of the Building Rules listed in or attached to this Lease, and changes in those Building Rules and all future reasonable rules and regulations of Owner or Owner's agent. Owner shall not be responsible to You for failing to enforce against another tenant or occupant any Building Rules or provisions of another tenant's lease except to the extent required by law.

9.3 **Your Responsibility.** You are responsible for the behavior of Yourself, Your immediate family, Your servants and other occupants of the Apartment and people visiting You. You will pay to Owner as additional rent, upon demand, all losses, damages, fines and reasonable legal expenses paid or incurred by or on behalf of Owner because You, members of Your immediate family, servants and other occupants of the Apartment or people visiting the Apartment have not obeyed any law, Building Rule or provision of this Lease.

9.4 **Fire Safety Plan and Notice.** You acknowledge having received a copy of, read and

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understand the fire safety plan for the Building; You will keep at all times Your copy of the fire safety plan in an easily accessible place in the Apartment. You also acknowledge that there is a fire safety notice attached to the inside of the door to the Apartment. You must not tamper with or remove this notice.

10. OBJECTIONABLE CONDUCT

As a tenant in the Building, You will not engage in objectionable conduct nor will You allow any occupant, visitor or pet to engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other tenants or occupants. It also means anything that interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions which are dangerous, hazardous, unsanitary or detrimental to other tenants and occupants in the Building. Objectionable conduct by You, or any occupant, visitor or pet will give Owner the right to end this Lease.

11. COMMON FACILITIES AND OTHER AMENITIES

11.1 **In General.** The terms “Common Facility” (when referring to one) and “Common Facilities” (when referring to all) shall mean any fitness center, roof deck, terrace, laundry, conference center, golf center, club room, storage room, bicycle room, swimming pool or other amenity or facility that is for the use of Building occupants. You understand that the use of any of the Common Facilities will be at Your own risk and expense. You may not store any material in any of the Common Facilities or any other area of the Building without the prior written consent of Owner and in accordance with all law. Owner shall not be responsible for any loss or damage to property left in any Common Facilities or other Building space. Unless Owner charges a separate designated fee, the Common Facilities are made available to tenants for free and no rent is attributable to the use of the Common Facilities.

11.2 **Limitations.** Owner reserves the right to limit the use of certain of the Common Facilities to tenants and permitted occupants (who, in the case of any fitness center must be 18 years of age or older) who shall be required to sign a separate agreement and/or Lease rider for each of these Common Facilities and comply with its terms (including the payment of fees, if any). If You or a permitted occupant sign any separate agreement or Lease Rider, the failure to comply with any of its terms and conditions will be considered a default under this Lease.

11.3 **Changes in or Elimination of Common Facilities and Amenities.** Except as may be required by a non-waivable provision of law, and subject to any non-waivable provisions of the Rent Stabilization Law and Code:

11.3.1 Owner may, in its discretion, limit, curtail, change, replace or remove any or all of the Common Facilities or any other Building facility or service (each, an “Amenity” and collectively, “Amenities”) or eliminate or reduce hours of operation of any Amenity, at any time, for any or no reason, without the same constituting a breach of this Lease or a reduction in services to You and without Your being entitled to any rent reduction, abatement, off-set or credit and without Your having any right to terminate the Lease or have such Amenity restored.

11.3.2 Without limiting the generality of §11.3.1, You shall not have any rights against Owner,

[.1] if, because of any strike, labor trouble, national or other emergency, order or act of any governmental or civil authority having jurisdiction, physical condition, repairs, or other cause beyond Owner's reasonable control, Owner (or anyone else) may not be able to provide or may be delayed in providing any Amenity (including Communications Services, as defined below, mail or other delivery services), in making any repairs to the Building or completing any public areas (including any of the Common Facilities); and

[.2] if there is or shall be another building or buildings joined to the Building, so that the Building and the joined building or buildings, shall be serviced by common amenities (including a lobby, entranceway, service entrance, basement, heating system, elevator, public hallway, club or fitness center) or employees (including a superintendent, lobby attendants or porters), or if Owner consolidates the operation and/or services of the Building with another building which may or may not be joined to the Building or if Owner changes the lobby or access to the Building or any of its amenities, thereby eliminating, reducing or changing some or all of the amenities.

12. SERVICES; UTILITIES; APPLIANCES; AND TELECOMMUNICATIONS

12.1 **Required Services.** Owner will make repairs to the Apartment and provide cold and hot water and heat (unless the Apartment has its own heating system) as required by law.

12.2 **Electricity and Other Services.** Electricity (including electric charges for the operation of the heating and air-conditioning systems and the cost of operating the fan and compressor), television, internet and telephone service are not included in the rent. You must pay the cost of and You must arrange for these services directly with the respective provider of these services. You acknowledge that Owner and its agent have made no promise or representation of any kind or nature with respect to the cost and operation of electric, television, telephone, internet and other utilities nor as to the heating and air-conditioning system, including electricity cost or the manner of the functioning of the systems or the portion of the cost of operating the systems which will be borne by You.

12.3 **Water and Gas Charges.** If Owner furnishes You with water and/or gas, the water is to be used for drinking, lavatory and toilet purposes only and the gas for cooking purposes only, through the fixtures installed by Owner. You shall not waste or permit the waste of water or gas or use the water or gas for any purposes other than those stated.

12.4 **Appliances.** Appliances supplied by Owner in the Apartment are for Your use. They will be maintained and repaired or replaced by Owner; but if repairs or replacement are made necessary because of Your negligence or misuse, You must pay Owner for the cost of such repair or replacement as additional rent. Owner may, in its discretion, at any time, for any or no reason, replace any appliance in the Apartment irrespective of whether the replacement is not as good as or smaller than the one being replaced.

12.5 Telecommunications, Cable, Internet and Other Services.

12.5.1 Availability of Communications Services. Telecommunications, cable or satellite television, internet and other services and equipment ("Communications Services") are the sole responsibility of the service provider. Owner does not warrant, guarantee or make any promises concerning the availability, type of service, quality, cost or any other matter relating to any Communications Services. No action or failure to act on the part of Owner in connection with the installation, availability, operation, approval, rejection or commencement of any Communications Services shall be deemed a default or breach of Owner's obligations under this Lease. You are responsible for arranging for Communications Services directly with the provider; however, You may not make arrangements with any provider that has not made, in advance of Your request, written arrangements with Owner to provide services in the Building. Without limiting the generality of the foregoing, You acknowledge that Your choice of service providers for Communications Services may be limited because of the arrangements made by Owner for the Building, that You have had the opportunity to inquire of Owner as to the range of Communications Services and service providers for the Building prior to signing this Lease and that You are renting the Apartment with a full awareness of the available options and limitations.

12.5.2 Use of Communications Services. If Owner or You arrange for any Communications Services, before using such Communication Services, You will be required to accept and agree to the terms and conditions of use imposed by the Communications Services provider. If Owner arranges for any such Communications Services, Your use of such Communications Services must be strictly in accordance with the terms and conditions of use imposed by the Communications Services provider. Owner may, at its option, at any time, discontinue, interrupt or change such Communications Services arranged by Owner, for any or no reason. A default by You in complying with any terms and conditions of use of any Owner-arranged Communications Services will be deemed a default by You under this Lease and, without limiting Owner's other rights and remedies, Owner may, at Owner's option or as may be required by the Communications Services provider, terminate or restrict Your use of such Communications Services.

12.6 Elevator Service. If there is an elevator in the Building of the kind that requires an employee of Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You ten (10) days' notice that this service will end; and (2) within a reasonable time after the end of this 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation.

12.7 Storeroom Use. If Owner permits You to use any storeroom, laundry or any other facility located in the Building but outside of the Apartment free of charge, the use of this storeroom or facility will be at Your own risk, except for loss suffered by You due to Owner's negligence. You will operate at Your expense any coin operated or card operated appliances located in such storerooms or laundries.

13. ENTRY TO APARTMENT

13.1 Entry Permitted. At reasonable times Owner, Owner and Owner's agents, contractors, workmen and representatives may enter the Apartment for any of the following reasons:

13.1.1 To erect, use, maintain, repair, replace or improve any mechanical, electronic, plumbing or other system or component or part of the Building, including meters, pipes, wires, cables and conduits (a "Building Improvement"), whether in or through the walls or ceilings of the Apartment or otherwise; to inspect the Apartment and to make any repairs or changes to the Building or the Apartment that Owner decides are necessary or appropriate, including changes required by the United States Fair Housing Act or other laws pertaining to accessibility for people with disabilities. Any changes required by law shall not constitute a diminution of services. Your rent will not be reduced because of any of this work nor shall you be entitled to any compensation, even if You are dislocated from the Apartment for any period of time, except if and to the extent mandated by a non-waivable provision of law, and in any event Your compensation for being dislocated shall not exceed the applicable federal government per diem for food and lodging for the local area;

13.1.2 To show the Apartment to persons who may wish to become owners or lessees of the Building or the Apartment or who may be interested in lending money to Owner;

13.1.3 To show the Apartment to persons who may wish to rent or otherwise occupy it; and

13.1.4 If there is an offering plan to convert the Building to cooperative or condominium ownership, or if the Building is already owned as a cooperative or condominium, to show the Apartment to persons who may wish to purchase the Apartment (or the shares of stock and proprietary lease for the Apartment).

13.2 Entry Near End of Lease. If during the last month of this Lease, You have moved out and removed all or almost all of Your property from the Apartment, Owner may enter the Apartment to make changes, repairs, or decorations without prior notice to You. Your rent will not be reduced for that month and the Lease will not be ended by Owner's entry.

13.3 Entry When You Are Not Home or You Deny Entry. If at any time [.1] there is an emergency or other situation that appears to require prompt attention, [.2] entry is allowed by law or by this Lease, or [.3] entry is demanded by a law enforcement official pursuant to a search warrant or otherwise under a claim of right, then in any such instance, Owner or Owner's representatives may enter the Apartment even if You are not present or You refuse entry. Entry by force (including breaking the lock) is permitted in an emergency or where prompt action is likely to reduce the risk of damage, loss or injury to persons or property. Owner will not be responsible to You, unless during such entry, Owner or Owner's representative is negligent or misuses Your property.

13.4 Entry By Emergency Contact. You hereby grant Owner and Owner's representatives, the right, without liability, to allow any of Your "emergency contacts" (which you may change by notice to Owner) to enter the Apartment and inspect Your personal property, without any

court order or other authorization, if Owner at any time has reason to believe that You are missing, deceased, unconscious, incompetent or otherwise unable to communicate with Owner. Your 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 Your affairs.

13.5 **Keys.** You shall supply Owner with all keys necessary to gain access to the Apartment (including keys and/or code numbers to de-activate any security system). You may not change the lock and/or add any lock to the entrance door of (or any other door in) the Apartment without the prior written consent of Owner. You will immediately give Owner a duplicate key or keys (and/or code numbers to de-activate any security system) if changes or additions are made to any lock (or security system).

13.6 **Remedies.** The right to enter the Apartment as allowed by law or under this Lease, as well as Owner's and its representatives other rights under this Article 13, are material obligations on Your part; Your failure or refusal to permit Owner to enter the Apartment or exercise any of such other rights shall be considered a default by You under this Lease and, without limiting Owner's other rights and remedies, may result in Your being responsible to Owner for any monetary or other damages.

13.7 **Notice and Time of Entry.** For purposes of this Article 13: [.1] No advance notice shall be required prior to entry to the Apartment or the exercise of any other rights of Owner or Owner's representatives under this Article 13; but Owner or Owner's representative will, prior to entry to the Apartment, place a call to the Apartment by telephone or by the intercom or other communication system for the Building (and in any event no such call shall be required in an emergency). [.2] Reasonable times shall include (i) weekdays between 8:30 A.M. and 5:30 P.M., (ii) weekends and holidays between 10:00 A.M. and 5:30 P.M. and (iii) such other times as may be appropriate based upon concerns for safety, security, efficiency or timeliness or for the comfort and convenience of Building occupants and guests.

14. ASSIGNING; SUBLETTING; ABANDONMENT

14.1 **Assigning and Subletting.** You may not assign this Lease or sublet the Apartment without Owner's prior written consent in each instance, which consent, except as may be required by New York Real Property Law §226-b (if applicable) or the Rent Stabilization Law and Code, Owner may withhold for any or no reason. Any request to assign or sublet must include all information required by, and otherwise must be made in accordance with, said Real Property Law §226-b and the Rent Stabilization Law and Code.

14.1.1 Without limiting the generality of the foregoing, Your request to sublease must be made by certified mail, return receipt requested, and must be accompanied by the following information:

- (a) the term of the sublease,
- (b) the name of the proposed sublessee,
- (c) the business and permanent home address of the proposed sublessee,

- (d) Your reason for subletting (and whether You intend to return to the Apartment and maintain it as Your primary residence),
- (e) Your address for the term of the sublease,
- (f) The written consent of any co-tenant or guarantor of this Lease,
- (g) A copy of the proposed sublease, to which a copy of this Lease shall be attached, acknowledged by You and the proposed subtenant as being a true copy of such sublease.

14.1.2 Within ten (10) days after the mailing of such request to sublet, Owner may ask You for additional information as will enable Owner to determine if rejection of such request shall be unreasonable and Owner may require that You pay a reasonable credit check fee. Within thirty (30) days after the mailing of Your request for consent, or of the additional information reasonably asked for by Owner, whichever is later, Owner shall send You a notice of consent, or if Owner does not consent, Owner's reasons therefore.

14.1.3 A request to assign should be made in the same manner and include similar information as is required in connection with a request to sublet. Owner may impose a reasonable credit check fee on You in connection with an application to assign and may require additional information on the proposed assignment and assignee. Owner may refuse to consent to a lease assignment for any reason or no reason; but if Owner unreasonably refuses to consent to a request for a Lease assignment properly made, by You in writing, Owner will release You from this Lease upon thirty days' notice from You requesting that Owner release You from this Lease.

14.1.4 If Owner consents to Your request to sublet or assign this Lease, the rent for the Apartment will automatically increase for the period of the subletting (or for the balance of the term in the case of an assignment) by the amount, if any, of any increase permitted by the Rent Stabilization Law and Code, and You will remain liable for the performance of the tenant's obligations under this Lease. Owner may collect rent from any subtenant, assignee or occupant without releasing You from this Lease. Owner will credit the amount collected against the rent due under this Lease; however, Owner's acceptance of rent does not change the status of any subtenant or occupant to that of a direct tenant of Owner and does not release You from this Lease.

14.2 **Abandonment.**

14.2.1 If You move out of the Apartment (abandonment) before the end of this Lease without the prior written consent of Owner (which may be withheld for any or no reason or may be subject to such conditions as Owner may impose, including the payment of a fee):

- (a) This Lease will not be ended;
- (b) You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease; Your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 15;

(c) Owner may commence immediate proceedings to collect as damages, the full amount of rent for the unexpired term of this Lease. If the Apartment or any part of the Apartment is re-rented, Owner shall give credit for the amount received from the re-renting up to the balance of the term of this Lease after deducting Owner's expenses, but such credit for each month that Owner receives rent from the new tenant shall be limited to the amount of the monthly rental provided in this Lease; and

(d) Whether or not rent payments by You are then current, Owner may re-enter and resume possession and control of the Apartment.

14.2.2 Owner's consent to Your moving out of the Apartment before the end of this Lease is at Owner's sole discretion and may be subject to such conditions as Owner may impose, including the payment of a fee.

15. DEFAULTS; LEASE TERMINATION

15.1 Defaults.

15.1.1 You will be in default under this Lease if:

- (a) You fail to carry out any agreement or provision of this Lease;
- (b) You do not take possession or move into the Apartment 15 days after the beginning of this Lease; or
- (c) You and other legal occupants of the Apartment move out permanently before this Lease ends; or
- (d) You or another occupant of the Apartment fails to carry out any agreement or provision of any lease or other agreement, whether now existing or entered into after the date of this Lease, between You (or such occupant) and Owner pertaining to the Building (including any other apartment in the Building), any of the Common Facilities or otherwise; or
- (e) You or another occupant of the Apartment fails to carry out any agreement or provision of any other lease or agreement, whether now existing or entered into after the date of this Lease, between You (or such occupant) and Owner, TF Cornerstone Inc., the owner of a building that is owned or managed by TF Cornerstone Inc., or any affiliate of TF Cornerstone Inc., Owner or any of their respective principals.

15.1.2 If You default in any one of the ways described in §15.1.1 other than a default in the agreement to pay rent or a default under Paragraph 10 or §1.3 of this Lease, Owner shall serve You with a written notice of default to stop or correct the specified default within ten (10) days. You must then either stop or correct the default within ten (10) days, or, if You need more than ten (10) days, You must so notify Owner and begin to correct the default within ten (10) days and continue to do all that is necessary to correct the default as soon as possible.

15.2 Notice of Lease Termination. If You do not cease any activity which is a default under this Lease or begin to correct a default within ten (10) days as set forth in a notice of default served in accordance with §15.1.2 hereof or if a default under Paragraph 10 or §1.3 of this Lease occurs, Owner shall give You a notice of termination that this Lease will end seven (7) days after the date the notice of termination is sent to You. At the end of the 7-day period, this Lease will end. You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, an amount equal to what the law calls "use and occupancy" until You actually move out of the Apartment after this Lease ends, and damages caused to Owner after that time as stated below.

15.3 No Rights to Reinstate Lease. Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate or renew this Lease.

16. REMEDIES OF OWNER AND YOUR LIABILITY

If Owner ends this Lease because of Your default, the following are the rights and obligations of You and Owner:

16.1 You must pay rent until this Lease has ended. Thereafter, You must pay an equal amount for "use and occupancy" until You actually move out. "Use and occupancy" shall not be less than the rent you were paying on the last day of this Lease, plus any increases permitted by the Rent Stabilization Law.

16.2 Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease.

16.3 Whether the Apartment is re-rented or not, You must pay to Owner as damages:

16.3.1 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

16.3.2 All expenses paid or incurred by or on behalf of Owner related thereto including attorney's fees, advertising costs, brokerage fees and the cost of putting the Apartment in good condition for re-rental.

16.4 You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall 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 You owe Owner, You will not receive the difference. Owner's failure to re-rent to another tenant will not release or change Your liability for rent and damages, unless and to the limited extent that the failure is due to Owner's

deliberate inaction.

17. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You have agreed to do, Owner has the right to ask a Court to make You carry out Your agreement or to give Owner such other relief as the Court may provide. This is in addition to the other remedies described in this Lease.

18. FEES AND EXPENSES

18.1 Owner's Rights. You must pay to Owner all fees and expenses paid or incurred by or on behalf of Owner:

18.1.1 In making any repairs to the Apartment or the Building (including any of the Common Facilities) resulting from misuse or negligence by You or persons who live with You, visit You, or work for You;

18.1.2 In repairing or replacing any appliance damaged by misuse or negligence by You or persons who live with You, visit You, or work for You;

18.1.3 In correcting any violations of law or the requirements of insurance policies or rating organizations concerning the Apartment or the Building which You or persons who live with You, visit You, or work for You, have caused;

18.1.4 In preparing the Apartment for the next tenant (including attorneys' fees, advertisements, broker's fees and the cost of putting the Apartment in good condition for rental) if You move out of the Apartment before this Lease's ending date;

18.1.5 To obtain legal or collection services relating to Your actions or inaction or those of persons who live with You, visit You or work for You, including any action or inaction that would constitute a default by You under this Lease, and whether or not Owner brings or defends a lawsuit, arbitration, mediation or other proceeding against or by You or anyone else;

18.1.6 In removing all of Your property from the Apartment after this Lease has ended;
and

18.1.7 Arising from Your failure to obey any other provisions or agreements of this Lease or any other agreement between You and Owner (including any agreement for the use of a storage room or for the use of any of the Common Facilities).

18.2 You shall pay these fees and expenses to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

18.3 In any provision of this Lease which provides for Your payment of attorneys' fees paid

or incurred by or on behalf of Owner, said fees shall include all costs of collection (including legal and other fees paid or incurred to collection agents whether or not any legal services are involved or attorneys fees are incurred), disbursements paid or incurred by attorneys and collection agents and the value of legal services and collection efforts rendered by employees of Owner or any agent or affiliate of Owner.

19. PROPERTY LOSS AND DAMAGE; PERSONAL INJURY

19.1 Owner Not Liable for Damage. Owner and Owner's agents and employees will not be responsible to You for: (.1) any loss of or damage to You or Your property in the Apartment (even when Owner and Owner's agents or employees are permitted to enter the Apartment) or the Building (including any of the Common Facilities) due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (.2) any loss of or damage to Your property delivered to any of Owner's agents or employees (such as the superintendent, doorman, concierge, etc.); (.3) any damage or inconvenience caused to You by any other tenant, occupant or person in the Building; (.4) any loss or damage (including any consequential losses) caused by or due to the installation, removal, operation, maintenance, malfunction, interference with or discontinuance of any Communications Services; (.5) any loss or damage caused by or due to any leaks in any air-conditioning unit or window; and (.6) any loss, damage, inconvenience, expense (including consequential losses, such as medical expenses and/or clothing, furniture or other cleaning expenses) to You or Your property in the Apartment (even when Owner and Owner's agents or employees are permitted to enter into the Apartment) due to an infestation of vermin, insects or other pests (including bedbugs).

19.2 Deliveries. Notwithstanding anything to the contrary contained in this Lease or otherwise: You acknowledge that Owner's agents and employees are prohibited from receiving any mail or packages of any kind exceeding a value of \$500.00 and from receiving any keys for or from family members, friends, guests, employees or servants. You must personally receive deliveries of property exceeding \$500 in value directly from the shipper. Property left with any of Owner's agents and employees shall be deemed to have a value of \$500 or less (notwithstanding its actual value). Any Building employee to whom any of Your property shall be entrusted shall be considered to be acting on Your behalf, as Your agent, with respect to such property. You acknowledge that Owner has set the level of security for deliveries in reliance on Your agreements and representations as set forth in this subparagraph. You shall maintain renters insurance as provided elsewhere in this Lease insuring the contents of all mail and packages delivered to the Building, including any packages left with Owner's agents and employees or in any package or mail room in the Building. Keys may not be left with the doormen or other employees of Owner or Owner's agent (except when requested for repairs in the Apartment) for any person, including family, friends, guests, employees or servants. If entry to the Building or any of the Common Areas requires the use of a key or access card, in no event shall You give any such key or access card to anyone who is not a Tenant or legal occupant of the Apartment, unless You first obtain Owner's prior written consent and You sign a separate agreement pertaining to such key or access card (if required by Owner).

19.3 Loss by Building Employees. Owner shall not be responsible for any fault or misconduct

of its agents and employees unless they were negligent or engaged in willful misconduct while performing work that is part of their duties for Owner. If any agent or employee of Owner renders assistance in the parking or delivery of an automobile, handling or delivery of any furniture, household goods, keys or other articles or in providing any other service that is beyond the scope of their employment, at Your request or at the request of any lawful occupant, or at the request of any of Your employees or guests, then said Owner's employee shall be deemed an agent of the person making such request and Owner is expressly relieved from any and all loss or liability in connection therewith.

19.4 **Prohibited Areas.** You are strictly prohibited from opening, entering, accessing, or tampering with, or attempting to open, enter or access, any areas of the Building or the Apartment that are locked, limited to Building employees or service personnel, or otherwise off-limits to tenants. This includes locked or closed access doors, panels, shafts, bus ducts, mechanical and telecommunications rooms and closets. THESE AREAS MAY CONTAIN HIGH VOLTAGE OR OTHER DANGEROUS EQUIPMENT or conditions. To the maximum extent permitted by law, You (and not Owner or Owner's agents or employees) will be held responsible for any loss or injury to Yourself or anyone else caused by Your violation of the foregoing prohibitions.

19.5 **Negligence in Operation of Building.** Notwithstanding any provision to the contrary, nothing in this Lease or any other agreement shall exempt Owner from liability for damages for injuries to person or property caused by or resulting from the negligence of Owner, Owner's agents, servants or employees in the operation or maintenance of the Apartment or the real property containing the Apartment; but, except as may be provided by a non-waivable provision of law, such liability shall be limited to actual losses that are in excess of the greater of the amount of insurance You actually have and the amount of insurance You are required to have pursuant to the terms of this Lease.

20. FIRE, CASUALTY, EMERGENCY OR ORDER

20.1 **Lease Remains in Effect.** If the Apartment becomes unusable, in part or totally, or the Building becomes inaccessible, because of fire, accident, weather, labor or materials shortage, war, terrorism, bio-terrorism or other casualty affecting the Apartment, the Building or the area in which the Building is located (a "Casualty"), or by virtue of an order of any governmental or civil authority having jurisdiction, this Lease will continue unless ended by Owner under Section 20.2 below or by You under Section 20.3 below. But the rent may be reduced immediately for the period of time that the Apartment is unusable or inaccessible; if the Apartment is partially usable, the reduction will be based on the pro rata area of the Apartment that is unusable by You.

20.2 **Cancellation of Lease by Owner.** Except as may be otherwise provided by a non-waivable provision of law, if a Casualty in the Building or area in which the Building is located, or order of any governmental or civil authority having jurisdiction, prevents the use of all or substantially all of the Building for 30 days or longer, [.1] Owner may decide to tear down the Building, vacate all or substantially all of the Building, or substantially rebuild the Building, [.2] If Owner exercises any of its options under Subsection 20.2[.1] hereof, (a) Owner may end this

Lease, even if the Apartment is usable, by giving You notice of this decision, which notice must be given within 120 days after the date of such Casualty or order; and (b) The Lease will end [I] if the Apartment is usable, on the date set forth in such notice, which date must be no sooner than 30 days from the date You are given this notice, or [II] if the Apartment is unusable, on the day that the Apartment became unusable.

20.3 **Cancellation of Lease by Tenant.** If, without fault on Your part or on the part of any other occupant of the Apartment, a Casualty in the Apartment, the Building or area in which the Building is located, or order of any governmental or civil authority having jurisdiction, makes the Apartment unusable or inaccessible, and if the Apartment remains unusable or inaccessible for one hundred twenty (120) days or more, You may give Owner written notice stating that You wish to end this Lease and specifying the end date for this Lease. Notwithstanding the foregoing [.1] the Apartment will be deemed usable and accessible once the order of a governmental or civil authority is rescinded, terminated, amended or otherwise changed so that it no longer prohibits the use of or access to the Apartment, and [.2] an order which imposes reasonable restrictions or requirements for access to the Apartment (such as a requirement that You produce proper identification or take an indirect route to get to the Apartment) shall not render the Apartment inaccessible even if You fail to comply with the restrictions or requirements.

20.4 **Insurance.** Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

[.1] **Renter's Insurance Required.** You 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. 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. You must provide Owner with [a] with a copy of such policy, upon Owner's request and [b] an original certificate signed by an authorized representative of Your insurer, evidencing Your compliance with the insurance requirements set forth in this Lease.

[.2] **Contractor's Insurance Required.** If You have anyone perform any work in the Apartment or the Building, You must provide to Owner, prior to the start of any work, evidence satisfactory to Owner, of Your 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.

20.5 **Mandatory Evacuation.** If the Building, or part of the Building in which the Apartment is located, is ordered to be evacuated by any governmental or civil authority having jurisdiction, You must comply with such order by vacating the Building (or portion of the Building that is the subject of such order) and continue the evacuation until the order allows You to return. Owner will make reasonable efforts to notify You of any such order; but it is Your responsibility to be aware of such orders and Your obligation to comply. You indemnify, defend and hold harmless

Owner against any and all claims, judgments, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of Your failure to comply with any such order.

21. PUBLIC TAKING; INTERFERENCE WITH LIGHT AND AIR

21.1 Public Taking. If the entire Building is acquired (condemned) by any government, government agency or public benefit corporation, for a public or quasi-public use or purpose (or if such part of the Building is condemned so as to render, in Owner's sole opinion, the Apartment unusable, difficult to use or impractical to operate as a rental apartment) then this Lease shall end on the date the government, agency or corporation takes title. You shall have no claim against Owner for any resulting damage (including moving costs or fees). By signing this Lease, You assign to Owner any claim against the government agency for the value of the unexpired portion of this Lease.

21.2 Interference with Light and Air. Owner will not be liable for (and You hereby consent to) any of the following occurrences or conditions (a "Permitted Obstruction"): (.1) any temporary interference with or impairment of light, ventilation, air quality or view caused by construction by or on behalf of Owner; (.2) any interference with or impairment of light, ventilation, air quality or view (whether temporary or permanent) caused by construction on, or changes to, property not owned by Owner; (.3) the closing, darkening or blocking up of windows if such action is required by law; and (iv) any temporary dirt, noise, odor or other condition stemming from the creation of, or other work pertaining to, any of the items described in (.1) through (.3) hereof. No Permitted Obstruction will be considered a breach of this Lease or any of Owner's obligations under this Lease; nor will any Permitted Obstruction entitle You to a suspension or reduction of rent or allow You to cancel this Lease or make a claim for damages, nuisance, abatement of rent or otherwise. You will cooperate fully with, and not object to nor interfere with, Owner and Owner's representatives (and, if required by Owner, the owner of neighboring buildings and its representatives) in their creation of, or performance of other work pertaining to, a Permitted Obstruction. This includes Your giving Owner and Owner's representatives (and such owner of neighboring buildings and its representatives) access to the Apartment to plan, perform and inspect such work. If the Apartment contains a "lot line" window(s), You acknowledge that You were advised that a building or structure may be erected on adjacent property which may completely block said lot line window(s).

22. SUBORDINATION; CERTIFICATION; LENDER'S CONSENT

22.1 Subordination. 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, come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any existing and future leases and mortgages on the Building or land, including any renewals, consolidations, modifications and replacements of any such lease or mortgage (a "Mortgage"). If certain provisions of any Mortgage come into effect, the holder of such Mortgage or its successor in interest (a "Lender") can end this Lease. If this happens, You will have no claim against Owner or such Lender. If requested by Owner or any Lender, You will sign promptly an acknowledgment of the "subordination" in the form that Owner or such Lender requires.

22.2 **Attornment.** In the event of the enforcement by any Lender of any remedy under a Mortgage, You shall, subject to applicable legal requirements, if requested by such 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 rent or 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 You or subject to any credits, offsets, claims, counterclaims, demands or defenses which You 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 You other than any security deposit actually delivered to such Lender.

22.3 **Estoppel Certificate.** You agree to sign and deliver to Owner (.1) within 5-days after requested, a written acknowledgment (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 You have no present claim against Owner and (.2) upon request by any Lender, an instrument or instruments confirming the "attornment" provisions of Paragraph 22.2 hereof.

22.4 **Lender's Consent Required.** If [.1] any Mortgage requires Owner to obtain the consent of a Lender to this form of Lease, [.2] this Lease is signed before any Lender has given its consent, and [c] after this Lease is signed a Lender requires that Owner change the form of this Lease, then Owner will notify You of the required changes and this Lease will be automatically amended to incorporate such changes, except that You will have the option to terminate this Lease early, if the required changes increase Your monthly rent or materially increase Your other obligations. To terminate this Lease early, You must so notify Owner, within 15 days after Owner gives you notice of the required changes, of the date that You want this Lease to end; If You properly give such notice, the Lease will end on the date You specified.

23. TENANT'S RIGHTS PROTECTED IF TENANT COMPLIES WITH LEASE

If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, Your tenancy cannot be terminated before the ending date, except as provided for elsewhere in this Lease.

24. BILLS AND NOTICES

24.1 **Notices to You.** Any notice from Owner or Owner's agent or attorney will be considered properly given to You:

[.1] **Written Notice.** If it is (a) in writing; (b) signed by or in the name of Owner, Owner's agent or attorney; (c) addressed to You at the Apartment or such other address as Owner believes is reasonably likely to reach You and (d) delivered by messenger, mail or overnight delivery service (such as Federal Express). Such notice will be deemed effective as of the date of delivery (if sent by messenger), one day after it is sent by overnight delivery service or on the next day after mailing that the Postal Service makes

regular residential deliveries.

[.2] **Electronic Notice.** There is an "E-Mail Address For Tenant" shown at the beginning of this Lease, or if You subsequently provide an e-mail address to Owner, and Owner or its agent notifies You by e-mail at the indicated e-mail address. Notice by e-mail will be deemed given when sent and need not be signed.

[.3] **Posted Notice.** Such notice is intended for more than one tenant in the Building (as opposed to a notice that is specifically for You) and such notice is given (a) by inclusion on or with Your rent bill, (b) by posting it in or near the lobby of the Building, mail box, elevator and/or other public area in the Building, or (c) by leaving same under or at Your Apartment door. Such notice need not be signed and will be deemed given one day after it is sent to you, posted in the Building, or left under or at Your Apartment door.

[.4] **Oral Notice.** Such notice is given to You orally, in person, by telephone or otherwise, in the case of an emergency, in which case, such notice will be deemed given immediately.

If there is more than one person signing this Lease as Tenant, each Tenant designates the other persons 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.

24.2 **Notices to Owner.** Unless and until Owner notifies You that Owner, in its discretion, will accept notices given by You electronically, any notice that You may wish to give to Owner, will not be effective unless it is in writing, signed by all of the persons named as Tenant under the Lease, and sent, postage prepaid, by registered mail, return receipt requested, to Owner at the address noted at the beginning of this Lease, marked Attention: Property Manager, with a copy to Owner at said address, marked Attention: General Counsel, or at such other address as Owner may designate from time to time. Such notice will be deemed given on the next day after mailing that the Postal Service makes regular deliveries to businesses.

25. GIVING UP TRIAL BY JURY AND COUNTERCLAIMS; NEW YORK LAW

25.1. **No Jury Trials.** Both You 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 You and Owner as tenant and landlord or Your use or occupancy of the Apartment or any of the Common Facilities. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.

25.2 **No Counterclaims.** If Owner begins any court action or proceeding against You, You may not make a counterclaim in that action or proceeding.

25.3 **New York Law.** This Lease shall be deemed to have been made in the City and State of New York. Your and Owner's rights and obligations shall be determined in accordance with the internal laws of the State of New York. You will submit to the 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 You and Owner.

26. NO WAIVER OF LEASE PROVISIONS

26.1 Acceptance of Rent Is No Waiver. Even if Owner accepts Your rent or fails once or more often to take action against You when You have not done what You have 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 You again do not do what You have agreed to do. If You pay and Owner accepts an amount less than the total amount of rent due, the amount received shall be considered to be in payment of all or a part 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.

26.2 Waiver of Lease Violations Must Be In Writing. Only a written agreement between You and Owner can waive any violation of this Lease. Any agreement to end this Lease or to end or modify the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent, except as otherwise provided in the Rent Stabilization Law or Code. Even if You give keys to the Apartment and any employee or agent of Owner or by Owner accepts them, this Lease is not ended.

26.3 Electronic Communications Are Not Binding On Owner. Any agreement, notice or other communication sent to or from Owner, by e-mail, fax, or other electronic means ("electronic notice"), is not legally binding, valid or enforceable against Owner, absent Owner's specific written authorization unless otherwise provided for in this Lease.

27. CONDITION OF THE APARTMENT AND NEIGHBORHOOD

27.1 Apartment Is Rented "As Is". When You signed this Lease, You did not rely on anything said by Owner or Owner's agent about the physical condition or permitted uses of the Apartment, the Building or the land on which it is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both You and Owner. Before signing this Lease, You have inspected the Apartment and You accept it in its present condition "as is" (except for any condition which You could not reasonably have seen during Your inspection and which Owner is required to rectify by a non-waivable provision of law, provided that promptly after You move in You shall have notified Owner in writing of such condition). You agree that Owner has not promised to do any work in the Apartment except as may be specified in a rider signed by Owner.

27.2 No Promises By Owner Except As Stated In Lease. You acknowledge that no representation or promise of any kind has been made by Owner, or any agent or employee of Owner or any broker or broker's agent, and You are not relying on any representation or promise, except as expressly set forth in this Lease or in the separate documents indicated on the first page of this Lease. Without limiting the foregoing, You acknowledge that You are not relying upon and You were not induced to enter into this Lease or to take possession of the Apartment by anything contained in any floor plans, brochure or other literature. This Lease

(together with the documents indicated on the first page of this Lease) contains the entire agreement between You and Owner with respect to the topics covered by this Lease and supersedes all other statements, communications, brochures and agreements, whether oral or written.

27.3 Noise; Odors and Other Annoyances. You acknowledge that Owner has not made any representations or promises with respect to noise, odors or other annoyances however arising and whether occurring inside or outside the Building or in the general vicinity of the Building. You hereby waive and release any claim, cause of action or set-off by reason of or arising out of any noise, inconvenience, aroma, scent, odor or other annoyance, however arising, and whether occurring inside or outside the Building (including annoyances caused by others in the Building, others in the general vicinity of the Building, traffic, cars, buses and other vehicles, deliveries, business activities, dust, fumes, debris, vibration and air pollution, public improvements and other construction activities). You shall not rescind this Lease or claim any abatement or reduction of rent, nor shall You fail to honor any of Your other obligations under this Lease by virtue of any of the above-mentioned items.

27.4 Maintain Condition of the Apartment. You acknowledge that Owner has the right to maintain the proper condition of the Apartment. In the event of an infestation of vermin, insects or other pests such as bedbugs, You must notify Owner immediately and You may be required to comply with a set of instructions, including cleaning your clothes, furniture and other personal property, at Your expense. Owner may obtain an order to compel You to comply with necessary prerequisites and requirements to restore the condition of the Apartment. Any expense associated with restoring the condition of the Apartment including extermination expenses and/or legal fees shall be charged to You as additional rent. You shall not rescind this Lease or claim any abatement or reduction of rent for the restoration of the condition of the Apartment.

28. DEFINITIONS

The following words shall mean:

28.1 Including. The term "including" means "including, without limitation" and the term "include" means "include, without limitation".

28.2 Law. The term "law" means any applicable statute, code, law, regulation, court order, judicial decision, order of civil authority or other requirement having the force of law.

28.3 Owner. The term "Owner" means the person or organization receiving or entitled to receive rent from You 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 and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease, except to the extent a former owner may be entitled to receive rent from You for the period that the former owner was the owner of the land or Building.

28.4 **You.** The term "You" means the person or persons signing this Lease as tenant and the successors and assigns of the signer. This Lease has established a tenant-landlord relationship between You and Owner.

29. INFORMATION; NO CONFIDENTIALITY

By signing this Lease You are telling Owner that all information and documents provided by You or on Your behalf to Owner or Owner's agents (including anything in Your application to rent the Apartment) or otherwise obtained by Owner or Owner's agents in connection with this Lease and Your rental of the Apartment is true, correct and complete and does not leave out any information that would be important to Owner's decision to rent the Apartment to You. If Owner discovers any such misrepresentation or omission before the start of or during the term of this Lease, Owner may cancel this Lease by notice to You (which for this purpose may be written or electronic notice). All such information and documents (including information obtained by Owner during the term of this Lease, such as information about Your timeliness in making rent payments and fulfilling Your obligations under this Lease) may be disclosed by Owner or its agents to third parties.

30. UNCOLLECTIBLE CHECK

30.1 **Bounced Checks, etc.** If You make any payments by check and such check is returned unpaid to Owner for any reason or if you make a payment through Owner's online payment service and your designated payment account is overdrawn, Owner shall charge You twice the amount imposed upon Owner by its bank or \$25.00, whichever is more, which charge shall constitute additional rent under this Lease and shall be due and payable on demand by Owner or with the next installment of rent, whichever happens first. For the purpose of this Lease, no rent shall in any event be deemed paid until such payment is actually received, accepted and collected by Owner.

30.2 **Notations and Checks.** Writings, notations or statements written on the front or back of any check, money order or other monetary instrument given to Owner shall not be deemed a part of this Lease and shall not be binding on Owner. Owner's acceptance, endorsement, deposit or negotiation of the said check, money order or other monetary instrument shall not be deemed an acceptance of the conditions on same and Owner may accept same as if the said writing, statement or notation did not exist. Your delivery of a check or money order to Owner or Owner's agent does not constitute payment unless and until the check "clears". A payment that is for an incorrect amount or is made by someone who is not the tenant of record may be retained by Owner or returned to You without prejudice to Owner's rights and remedies.

31. WINDOW GUARDS AND LEAD-BASED PAINT

31.1 You acknowledge that You have received notice that under Section 131.15 of the New York City Health Code, Owner is required to install window guards in an Apartment if a child ten years old or under lives or visits in the Apartment. Except as specified in a separate Rider to this Lease, You represent that there is no child or children who are members of Your immediate

family under ten (10) years of age who shall be residing in the Apartment. If such a child does become a resident, You must notify Owner. Unless and until Owner receives such notice, Owner will rely on Your representation and shall not be required to install any such window guards. If any law requires window guards, You shall pay for the cost.

31.2 If the " Lease/Commencement of Occupancy Notice for Prevention of Lead-Based Paint Hazards and Window Falls– Inquiry Regarding Child" box is checked on the first page of this Lease: [.1] You acknowledge and represent that You received the Disclosure of Information on Lead-Based Paint (the "NYC Lead-Based Paint Notice") and a New York City Department of Health and Mental Hygiene pamphlet on lead-based paint hazards and You fully and accurately completed and signed the NYC Lead-Based Paint Notice, a copy of which is attached to this Lease,[.2] The NYC Lead-Based Paint Notice is a Rider to and part of this Lease and You shall fully and punctually comply with its terms. This includes the obligation to notify Owner immediately, in writing, if a child under seven years of age comes to reside in the Apartment. [3] You shall give Owner access to the Apartment to find out if a child under seven years of age resides in the Apartment. You also shall give Owner access for the purpose of investigating and repairing lead-based paint hazards. [.4] Except as may be specified by You in the NYC Lead-Based Paint Notice, You represent that no child or children under seven (7) years of age will be residing in the Apartment.

32. JOINING BUILDINGS; COMMON FACILITIES OR EMPLOYEES; REDUCTION IN SPACE

32.1 **Buildings Remain Separate.** Any buildings which may have been joined to the Building, or which may be operated with the Building on a consolidated basis, shall, notwithstanding the fact that they may then have certain common facilities and employees, retain their status separate and independent buildings. You shall not be deemed to be a tenant of the joined buildings, or any other building operated with the Building on a consolidated basis, by reason of this common use of facilities or employees.

32.2 **Waiver By Tenant.** You waive any cause of action or claims arising from any noise, inconvenience, disturbance or other acts occurring during, or as a result of, any work performed to join the buildings, or to consolidate or change any of the facilities, such as any of the Common Facilities, the lobby or access to the buildings, and You shall not have any claim for abatement or reduction of rent nor will You be relieved of any of Your other obligations by virtue of the said noise, inconvenience or disturbance.

32.3 **Tenant's Obligations Regarding Adjoining Building.** If there is an adjoining building, now or in the future, and if Owner, in its discretion, shall arrange for You (and/or Your family members, friends, guests, employees or servants) to have access to Common Facilities, the entrance, the lobby or other parts of such adjoining building, all restrictions, rules, conditions and obligations that pertain to Your use of the Building (including, those restrictions, rules, conditions and obligations that pertain to Your family members, friends, guests, employees or servants) shall also apply to Your conduct (or the conduct of Your family members, friends, guests, employees or servants) while in such adjoining building.

32.4 **Mailing Address; Mail Box.** If the mail boxes for the Building are in an adjoining

building, then notwithstanding any provision of this Lease to the contrary, any notice from Owner or Owner's agent or attorney will be considered properly given to You if it is addressed to You at the address of the adjoining building. Owner, in its discretion, may reassign mailboxes for any or no reason, at any time.

32.5 **Owner's Right To make a Building Improvement Which Changes Apartment Size.** If Owner deems it necessary or advisable to make any Building Improvement which will result in a reduction or other change in the area or volume of the Apartment, You shall allow Owner access to make such Building Improvement (which may include walling off any such Building Improvement from the rest of the Apartment). You acknowledge that any Building Improvement is for the benefit of the tenants of the Building and such action by Owner shall not be deemed a breach of this Lease or grounds for any abatement or reduction of rent, even if such action reduces the area or volume of the Apartment.

33. SECURITY SYSTEMS

33.1 **No Liability Of Owner.** Owner makes no representation and assumes no responsibility whatsoever with respect to the functioning or operation of any human or automated security systems which Owner does or may provide, including desk-persons, lobby attendants, intercom system, hand recognition system or TV monitoring. Owner shall not be responsible or liable for any bodily harm or property loss or damage of any kind or nature which You or any members of Your family, employees or guest may suffer or incur by reason of any claim that Owner, its agents or employees or any such 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.

33.2 **Tenant's Security System.** If You install a security system, Owner shall not be responsible for its maintenance. Neither the superintendent nor Owner nor any of its employees shall be obligated to respond to any alarm or security alert.

34. HOME OCCUPATION SPACE AND RECREATION ROOMS; TERRACES

34.1 **Home Occupation Space.** Any space designated as a "home occupation" space and any room in a cellar or basement (which area in an Apartment is sometimes designated as a recreation room or area) shall not be used for sleeping purposes or any other use prohibited by law. The home occupation spaces and recreation rooms are for the exclusive use of the tenants of the apartments to which they are connected and shall not be rented independently.

34.2 **Terrace.** If the Apartment includes a terrace, balcony, patio or roof deck ("Your Terrace"), the following provisions shall apply to the use of Your Terrace:

34.2.1 **Equipment On Your Terrace; Access Gate.** Owner may in its discretion, at any time, on a permanent or temporary basis, install, maintain, repair, replace and remove from, Your Terrace (a) mechanical or other types of equipment, including any equipment used in the operation, maintenance, repair or improvement of the Building ("Equipment") and/or (b) an unlocked gate to provide access between Your Terrace and one or more adjacent terraces or

areas of the Building (an "Access Gate"). You acknowledge that the presence of any Equipment and/or Access Gate is acceptable to You and will not constitute a reduction in services to You or partial eviction of the Apartment and without Your being entitled to any rent reduction, abatement, off-set or credit. You shall not (nor shall you allow anyone else to) tamper with, damage, destroy or remove any Equipment or Access Gate, or block or lock any Access Gate. You shall be responsible to Owner for any damages due to a violation of any of these provisions.

34.2.2 **Plantings.** Tenant shall not cause or permit, without specific prior written approval from Owner, the placement of any plantings on Your Terrace and strict compliance with Section 23 of the Building Rules.

34.2.3 **Entry To Your Terrace.**

[a] **Via Access Gate.** Owner and Owner's agents contractors, workmen and representatives may enter Your Terrace through an Access Gate, at any time, without prior notice to You, whether or not You are present, to reach Your Terrace or any other area of the Building. Owner may enter by force if an Access Gate is locked or otherwise blocked (and you shall be responsible to Owner for any damages caused thereby).

[b] **Through Your Apartment.** During reasonable hours and with reasonable notice (which for this purpose includes oral notice), Owner and Owner's agents contractors, workmen and representatives may enter the Apartment (including Your Terrace) to repair, replace and/or maintain any Access Gate or Equipment located on Your Terrace. Notwithstanding the foregoing, no notice shall be required to enter the Apartment in an emergency nor shall any notice be required after three unsuccessful attempts to notify You by telephone or otherwise, that Owner wants to enter the Apartment and Your Terrace.

[c] **Entry If You Are Not Home.** If at any time You are not present to permit Owner or Owner's representative to enter the Apartment or Your Terrace and entry is necessary or allowed by law or under this Lease, Owner or Owner's representatives may nevertheless enter the Apartment (including Your Terrace). Owner may enter by force in an emergency. Owner and Owner's representatives will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses Your property.

[d] **Lease Default.** Owner's right to enter the Apartment (including Your Terrace) as allowed by law or under this Lease is a material obligation on Your part; Your failure or refusal to permit Owner to enter the Apartment (including Your Terrace) shall be considered a material default under this Lease and, without limiting Owner's other rights and remedies, may result in Your being responsible to Owner for any monetary or other damages.

34.2.4 **No Valuables Permitted On Your Terrace.** You acknowledge that because Your Terrace may be accessible via an Access Gate to others (including other tenants and occupants of the Building and their guests, employees and contractors), Your storage of any personal property on Your Terrace is at your sole risk. You further acknowledge having been advised by Owner to take appropriate precautions to secure the Apartment against the entry by

unauthorized third parties from Your Terrace. Such precautions include keeping all doors and windows to Your Terrace locked, keeping blinds on such doors and windows closed, and installing such alarm or other security precautions as You may think appropriate. Owner shall not be responsible (and You hereby waive all claims against Owner) for loss or damage to Your property (including any property on Your Terrace) due to the act or omission of another tenant, occupant or other third party or due to any other cause (other than Owner's gross negligence or willful misconduct).

34.2.5 **Water Conditions.** You acknowledge that you have been advised that water may accumulate on or leak into Your Terrace due to heavy rainfall, clogged drains, the discharge of water from the domestic water tank or other reasons. Owner shall not be responsible for loss of or damage to any of Your property nor shall You be entitled to any rent abatement if access to Your Terrace is impaired or Your Terrace becomes temporarily unusable (in whole or part) due to any water accumulation or leakage on Your Terrace.

34.2.6 **Satellite Dishes, Antennae and Other Equipment Prohibited.** Except to the extent provided otherwise by a non-waivable provision of law, You may not install, keep, operate or maintain any satellite dish, antenna or other machinery or equipment on Your Terrace without Owner's prior written consent in each instance, which Owner may withhold for any or no reason. If any such equipment shall be permitted on Your Terrace, (a) You must, (a) install, operate and maintain the same in accordance with all of the terms and provisions of the Lease and law, and in such a way as will not interfere with anyone else in the Building or with the operation, maintenance and repair of the Building, (b) comply with all rules and regulations as Owner may implement from time to time and at any time and (c) remove the same and restore Your Terrace to the condition that existed at the commencement of the Lease prior to the expiration or sooner termination of the Lease.

35. SMOKE AND OTHER DETECTORS

35.1 **Devices in Apartment.** You acknowledge that (a) the Apartment is equipped with one or more smoke detecting devices and carbon monoxide detecting devices (or combined smoke and carbon monoxide detecting devices), (b) a carbon monoxide detective device (or combined device) is located within fifteen feet of the primary entrance to each bedroom or other room lawfully used for sleeping purposes, (c) You have inspected each such device and it is operational and in good working order and (d) You received written instructions on how to test and maintain each such device.

35.2 **Maintenance of Devices by Tenant.** Except as provided in §35.3, You shall maintain each such device, test it regularly (at least monthly), promptly replace any batteries and repair the device, if needed, and promptly replace any device which is stolen, removed, missing or rendered inoperable. You shall not allow anyone to tamper with or render any device inoperable, except for replacing the batteries or for other maintenance purposes. You (and not Owner) shall be liable for any loss or damage resulting from Your failure to abide by this §35.2, including any loss or damage caused by the resultant failure of any such device to operate properly.

35.3 Replacement of Devices by Owner. Owner will, within 30 days after receipt of notice from You, replace any device which becomes inoperable due to a manufacturing defect within one year after installation and without fault of any occupant of the Apartment.

35.4 Reimbursement of Owner's Costs. You shall reimburse Owner, as additional rent, when billed (but in no event later than one year after installation) up to \$10 for each battery operated smoke detecting device and \$25.00 for each carbon monoxide detecting device that was or is newly installed by Owner or that is installed by Owner due to Your failure to maintain, repair or replace such device as required by §35.2.

36. SPACE ABOVE CLOSETS AND ALCOVES

If there are empty areas above any closets or alcoves in the Apartment, You acknowledge that the empty spaces will not be utilized for storage or other purposes and will not be altered. You shall be liable for any damage caused by any improper use of said area.

37. MILITARY SERVICE

You represent that You are not in the military service or being supported by anyone in the military service at this time. If during the tenancy You shall be supported by anyone in the military service or You enter the military service, You must immediately notify Owner of this change.

38. CHANGE IN SHARE ALLOCATION

If the Building is converted to cooperative or condominium ownership, the share allocation or percentage interest for the Apartment, may reflect the increase in value of the Apartment due to alteration if not restored to the Apartment's original condition.

39. FIREPLACE

No representation of any kind is made by Owner with respect to any fireplace(s) in the Apartment, including whether the fireplace(s) is in working order or will function, and no part of the rent for the Apartment is based upon a working fireplace(s). You will be responsible for the maintenance, repair and use of any fireplace(s) and for any damage or injury that may be caused by such fireplace(s).

40. SUCCESSORS; SHARED RESPONSIBILITIES; CONFLICTS; PROHIBITED PERSONS

40.1 Shared Responsibilities. The agreements in this Lease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment

or by transfer. If more than one person is signing this Lease as Tenant, Your obligations are joint and several. This means that each of You is fully responsible for the obligations of Tenant under this Lease, including the obligation to pay all of the rent. Each of You will remain responsible for the obligations of Tenant under this Lease, even if this Lease is changed, renewed or extended, whether or not You sign the extension, renewal or modification agreement.

40.2 Conflicts. In the event of a conflict between the text and a caption, the text controls. In the event of a conflict between this Lease form and any rider to this Lease or Lease modification agreement, the terms of such rider of modification agreement control. Notwithstanding any provision of this Lease or any other document to the contrary, any provision of this Lease or other document that conflicts with a non-waivable provision of law, shall be deemed to be modified automatically, so that this Lease and other documents shall at all times be in compliance with such non-waivable provision of law.

40.3 Prohibited Persons. You represent that You are 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 the 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 (an "Anti-Terrorism Law"). You shall, on request of Owner, provide such information (including any certification) as may be required to enable Owner to comply with any Anti-Terrorism Law. Notwithstanding any provision of this Lease to the contrary, in no event are You permitted to assign this Lease, sublet the Apartment (in whole or part) or engage in any other transaction relating to this Lease or the Apartment with a SDN and any such transaction shall be void.

41. BROKER

You represent that no broker brought about this Lease or if a broker did, in fact, bring about this Lease, then unless Owner specifically agrees in writing otherwise, You will (a) pay the broker's fee when due and (b) hold Owner harmless from any claim for commissions or other compensation made by any broker in connection with this Lease, including the costs of defense plus reasonable attorney's fees by an attorney selected by Owner to defend it.

42. SIGNING AND BINDING; ELECTRONIC SIGNATURES

You represent that the signing of this Lease and its delivery to Owner shall constitute an offer to enter into the Lease with Owner. You may not revoke the offer for a period of 15 business days from the time of delivery to Owner of a copy signed by You. This Lease shall not be binding upon Owner until it is signed by Owner and a signed copy returned to You by mail or otherwise.

TENANT:

Tenant's Signature

Second Tenant's Signature (if any)

OWNER:

By: TF Cornerstone Inc., as Agent

By: _____
Margaret Nieves
Director of Residential Leasing