

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE

METHOD OF SERVICE FORM

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

Name:	<u>ROBERT FRIESS</u>
Your Company/Organization:	<u>AMERICAN METERING AND PLANNING SERVICES, INC</u>
Mailing Address:	<u>356 VETERANS MEMORIAL HIGHWAY COMMACK, NEW YORK 11725</u>
Company/Organization you represent, if different from above:	<u>CONCORD VILLAGE OWNERS CORP</u>
E-Mail Address:	<u>RAF8825@AOL.COM</u>
Case/Matter # (if known)	<u>12-E-0150</u>

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

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

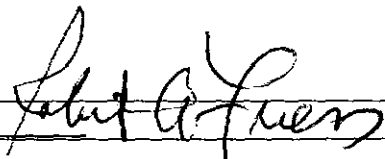
A.

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

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

B

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

Signature: 	Date: <u>5/23/12</u>
--	----------------------

Please note that this form applies to this filing only.

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



American Metering & Planning Services, Inc.
356 Veterans Memorial Highway • Suite 8S • Commack, NY 11725
(212) 725-8400 • (631) 864-1959 • FAX (631) 864-1953

May 23, 2012

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

Attention: Ms. Jaclyn Brillling
Secretary of Commission

Reference: Submetering Application for
Concord Village Owners Corp
215 Adams Street
Brooklyn, New York 11201
Case No. 12-E-0150 Rev 1

Dear Ms. Brillling:

As required by Part 96 of the New York State Public Service Law, we have prepared this letter to file a petition to utilize submetering for the Concord Village Owners Corp, Brooklyn, NY 11201. This is Rev 1 to our petition of 3/14/12. This project consists of a three buildings, which are as follows:

1. 225 Adams Street
235 Adams Street
270 Jay Street

The owner of the buildings is as follows:

Concord Village Owners Corp
215 Adams Street
Brooklyn, NY 11201
(See Attachment 4)

The complex is a Cooperative with 480 units that are presently master metered. The Cooperative has a total of 1023 apartments. The remaining 543 apartments are presently submetered. The Cooperative had a submetering vote and the Cooperative shareholders approved submetering. However, the first 543

apartments had direct metering and were submetered in August 2002. At this time we are submitting a petition to submeter the remaining 480 apartments which presently are master metered. There is a single Con Edison meter for the three buildings covered by this petition. There are presently 12 rental apartments in the 480 apartments covered by this petition. These apartments are all rented as fair market units.

The three buildings have master meter installed and billed by Consolidated Edison Company of New York. The Cooperative will retain AMPS-ELEMCO, Inc (a submetering company) or similar contractor to perform meter readings and billing services including the preparation of monthly bills for the apartments. The equipment will be installed by AMPS-ELEMCO.

We submit the following as per Paragraph 96.2(h) for this project:

- (1) The building contains 480 cooperative apartments of which 12 apartments are rentals.
- (2) The economic advantage of submetering will allow the shareholders/ tenants the ability to control their usage of electricity and conserve energy thereby reducing their electric charges.
- (3) The submeters to be installed are Intech21, Inc PM2104 individual meters (see attached cut sheet, Attachment 1).
- (4) All apartments shall be billed at the bulk rate paid by the Cooperative to Con Edison and its ESCO . Specifically, the electric consumption in each individual unit will be multiplied by the calculated kilowatthour rate (Kwh rate). The Kwh rate will include supply and delivery charges, fuel adjustment charge, and systems benefit charge. The Kwh rate will be multiplied by each units Kwh usage. In no case shall any shareholder/ tenant pay more (including monthly administrative charges) than the Con Edison Company of New York SC-1 residential rate. Any apartment that has a rental tenant shall not be billed for electricity until a new rental lease is signed by the tenant indicating his responsibility for his electric usage.
- (5) With regard to the resolution of complaints involving electric service, the shareholder/tenant shall first present to the managing agent a written complaint, which may be in letter format, including the action or relief requested. The managing agent shall investigate and respond to the complainant in writing within ten days of receipt of the complaint. The managing agent intends to utilize the submetering meter reading company to assist in the investigation of the complaint. The complainant shall be advised of

the disposition of the complaint and the reason therefore. If the complainant is dissatisfied the managing agent's response, he or she may request a review of said determination by filing a written protest within fourteen days from the date of the response to the managing agent. The PSC can be contacted at anytime by the complainant. The contact information for the PSC is identified in the Concord Village HEFPA Plan.

- (6) Shareholder's/Tenant's have the right under the Home Energy Fair Practices Act to file a complaint with the NYS Public Service Commission. All shareholders/ tenants shall be advised of their rights under the Home Energy Fair Practices Act. Contact to the PSC can be made at anytime.
- (7) The Owner will identify to each shareholder/ tenant that the apartments are being submetered, and that the shareholder/tenant is responsible for the electric energy consumed by his/her apartment. Additionally, the shareholder/ tenant notification shall specify the following:
 - i. Complain Procedures
 - ii. Tenant Protections
 - iii. Enforcement Actions
- (8) The billing process will be performed by AMPS-ELEMCO, Inc. or a similar firm under contract to the Cooperative. Each shareholder/ tenant shall receive a monthly invoice which will include the following:
 - (a) The start date of the billing cycle
 - (b) The meter reading on that start date
 - (c) The end date of the billing cycle
 - (d) The meter reading for that end date
 - (e) The total Kwh consumed in the billing period
 - (f) The name and phone number to contact should there be any questions
 - (g) An individual account number for each tenant, which will appear on the monthly bill
- (9) The submetering system at the present time does not have the capability to individually terminate electricity for any single unit.
- (10) All meter reading data and billing calculations will be documented and maintained for a 6 year period for each unit.

- (11) There is no rent reduction for this cooperative complex. All shareholders/tenants are presently billed for electricity based on the square footage assigned to each apartment.
- (12) The building does not utilize electric heat, the cooperative utilizes steam heat.
- (13) The Cooperative is presently installing a number of energy efficiency projects in 2012 as part of the NYSERDA MPP.
- (14) Concord Village has entered the beginning stage of a Energy Master Plan that has been approved by NYSERDA and has been approved for up to \$628,030 in incentive payments. There are no other incentives, credits or tax treatment at Concord Village.

We have attached the draft HEFPA Implementation Plan with PSC comments incorporated for Concord Village Owners Corp, as part of our Petition (Attachment 2)

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

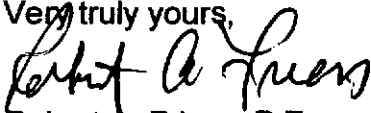
The Shareholder/Tenant Energy Efficiency Plan is attached as Attachment 5.

A copy of the proprietary lease for Concord Village Owner's Corp. Inc. is attached as Attachment 6. (See page 29 for documentation for electrical charges)

Attachment 7 is a copy of the notice provided to shareholders regarding the initiation of electrical submetering at Concord Village.

If you have any questions regarding this application, please do not hesitate to contact Mr. Robert A. Friess of AMPS-ELEMCO, Inc. I can be reached at (212) 725-8400.

Very truly yours,



Robert A. Friess, P.E.
President

RAF:cc

Attachments

ATTACHMENT 1

INTECH21, INC. PM2104 METER CUT SHEET

Previously subm, H&I

ATTACHMENT 2

CONCORD VILLAGE OWNERS CORP. HEFPA PLAN

HEFPA IMPLEMENTATION PLAN

CONCORD VILLAGE OWNERS, INC.

215 Adams Street

Brooklyn, New York 11201

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

**1. Deferred Payment Agreement
Package**

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

Residential Deferred Payment Agreement

**Customer's
Name:** _____

Address: _____

Account #: _____

The total amount owed to Concord Village Owners, Inc. for this account as of MM/DD/YYYY is \$XX.XX.

Concord Village Owners, Inc. is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY, you will be entering into a payment agreement and by doing so will avoid termination of service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from you local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond you control. If after entering into this agreement, you fail to comply with the terms, Concord Village Owners, Inc. may terminate your service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM\DD\YYYY, Concord Village Owners, Inc. seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement, please call the Concord Village Owners, Inc. Management Office at 718-625-3288.**

Payment of Outstanding Balance:

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

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

[] Yes! I would like Budget Billing

Residential Deferred Payment Agreement

Acceptance of Agreement:

Customer's Signature: _____

Date: _____

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

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned your contract may be terminated and Concord Village Owners, Inc. may pursue suspension of your electric service.

Please return the completed document to Concord Village Owners Corp., 215 Adams Street, Brooklyn, New York 11201.

Asset Evaluation Form

Unit Owner's Name: _____

Account No.: _____

1. Employer Name, Address and Phone Number

2. What is your monthly income?

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

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

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

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

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

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

9. Identify all other monthly expenditures by amount:

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

**SPECIAL PROTECTIONS
REGISTRATION FORM**

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

Concord Village Owners, Inc.
215 Adams Street
Brooklyn, New York 11201

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name

_____ Apartment
Address

_____ Zip
Town/City

_____ Evening
Telephone # Daytime

Account Number (as shown on bill)

I would like to be considered for Special Protections.

In my household (Check):

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

- Unit Owner/resident of my house has a Life Support Hardship (type):

I receive government assistance.

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

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

Please send me more information about:

Balanced Billing

To be Completed by Third Party

Please let me know if this customer's bill is overdue or if the service might be turned off. As "Caregiver" I understand that I am not responsible for payment of this bill.

Caregiver/Agency

Address

Apartment

Town/City

Zip

Telephone Number Daytime

Evening

Designee Signature

Past Due Reminder Notice

Customer's Name: _____

Premise Address: _____

Account Number: _____

On MM/DD/YYYY, you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX, in addition to your current charges, in order to avoid Concord Village Owners, Inc. exercising its right to terminate your electric service. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your contract with us.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at 718-625-3288 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social service office.

The total amount owed to Concord Village Owners, Inc. for this account as of MM/DD/YYYY is \$XX.XX.

Concord Village Owners, Inc.
215 Adams Street
Brooklyn, New York 11201

2. Budget Billing Agreement

Budget Billing Plan (“Plan”)

Customer’s Name: _____
Address: _____
Account #: _____

Under this Plan, Concord Village Owners, Inc. is to provide services in return for your agreement to make payments according to the terms of this Plan.

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

Such equal monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption, by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____ kWh, based on your last 12 months actual consumption. If the service address for which you will be billed under this Plan is a new property, which has not been served or for which 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

The Plan shall be subject to regular review for conformity with actual billings. Concord Village Owners, Inc. reserves the right to recalculate such monthly payment to reflect either an increase or decrease in the average monthly consumption. Concord Village Owners, Inc. reserves the right to recalculate your budget billing account monthly.

Each month, you will be billed the equal monthly payment and you will be required to pay such amount stated on the bill. Your bill will also inform you what your consumption for the period was, as well as the actual charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, Clinton Park Development reserves its right to initiate termination of your electric service pursuant to the Home Energy Fair Practices Act and the procedures outlined in this HEFPA plan..

In the last month of the Plan, Concord Village Owners Inc. will true up your account based on a comparison of the billing under this billing plan and the amount you would have been charged for the budget period if you were not on the plan. If you owe Concord Village Owners, Inc. a sum of money due to the true up, you will be billed

for the amount due. If you have been over billed, you will be issued a credit to be applied to the next plan year.

[] Yes! I would like Budget Billing

Acceptance of Agreement

Customer's Signature: _____
Date: _____

**Return one signed copy to the Concord Village Owners, Inc. Management Office,
215 Adams Street, Brooklyn, New York 11201 by MM/DD/YYYY.**

HEFPA Quarterly Billing Plans (“Plan”)

Customer’s Name: _____

Premise Address: _____

Account Number: _____

Under this plan, Concord Village Owners, Inc. 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, Concord Village Owners, Inc. reserves its right to initiate termination of your electric service pursuant to the Home Energy Fair Practices Act and the procedures outlined in this HEFPA plan..

Yes! I would like Quarterly Billing:

Customer’s Signature: _____

Date: _____

Return one signed copy to the Concord Village Owners, Inc. Management Office, 215 Adams Street, Brooklyn, New York 11201 by MM/DD/YY.

3. Late Payment Procedure

Late Payment Procedures

Concord Village Owners, Inc. reserves the right to charge a late payment fee. The late payment fee shall be consistent with the Concord Village Owners, Inc. policies regarding the unpaid balance of any bill for electric service including accumulated late payment interest for electric service provided to its Tenants. The invoice to each Tenant will provide the following:

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

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

If 30 days have passed since a bill payment was due and the Tenant has not paid the bill, Concord Village Owners, Inc. may add a late payment charge of up to 1.5% per month on the unpaid balance to the next bill.

Late payment fees shall not apply to any charges subject of a pending complaint before Concord Village Owners, Inc. or the Public Service Commission.

4. Complaint Resolution Plan

Complaint Resolution Plan

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

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

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

RIGHTS AND COMPLAINT PROCEDURE

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

This statement is an overview of those rights and the Management Company's policies and procedures. Our representatives are available to assist you at 718-625-3288. If you have an electrical emergency, please call us at 718-625-3288. If you would like to contact us by mail, please write to us at (Concord Village Owners, Inc., 215 Adams Street, Brooklyn, NY 11201). Your satisfaction is important to us, therefore if after speaking with one of our representatives, you believe your questions have not been resolved, please ask to speak with a supervisor. If you have any complaints that are not satisfied after speaking with a supervisor for electrical service, the customer shall first present to the managing agent or representative a written or verbal complaint which may be in letter form including the action or relief requested to AMPS-ELEMCO. Inc, 1324 Motor Parkway, Hauppauge, New York 11749, 631-582-8266. The managing agent or representative shall investigate and respond to the complaint within ten (10) days of receipt of the complaint. If the complaint is concerning the sub-meter malfunction we shall arrange for testing the sub-meter within ten (10) days. To investigate your complaint, the managing agent may utilize the sub-metering company and /or its sub-metering consultant to assist in an investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reason therefore. If the complainant is dissatisfied with the managing agent or representative's response he/she may request a review of said determination by filing a written or verbal protest within

fourteen (14) days from the date of the response to the managing agent or representative.

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

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

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

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

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

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

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

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

Attached is a special protection form. Please fill it out if you qualify for any special protection described on said form and return it to Concord Village Owners, Inc. The special protection form should be returned to Concord Village Owners, Inc., 215 Adams Street, Site Office, Brooklyn, NY 11201.

The Home Energy Fair Practices Act identifies the rights that each customer of electric service is entitled too. These rights have been identified in this Home Energy Fair Practices Act Plan. The entire Home Energy Fair Practices Act is available for your review in the Concord Village Owners, Inc. Management Office.

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

5. Termination of Electric Service Plan

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

Termination Plan

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

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

“THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF CONCORD VILLAGE OWNERS, INC. WHEN PAYING THIS BILL.”
- (c) Notice of termination – time.
 - (1) Concord Village Owners, Inc. shall not terminate service under this Part until at least 15 days after a final notice of termination:
 - (i) has been served personally upon the Tenant; or
 - (ii) has been mailed to the Tenant at the premises where service is rendered.

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

Past Due Reminder Notice

Customer's Name: _____

Premise Address: _____

Account Number: _____

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

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at 718-625-3288 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling xxx-xxxx.

The total amount owed to Concord Village Owners, Inc. for this account as of MM/DD/YY is: \$XX.XX.

FAILURE TO MAKE PAYMENT NOTICE

_____ **Date**

Customer's Name: _____

Address: _____

Account #: _____

Dear (unit owner/tenant's name):

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

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at 718-625-3288. If you or anyone in your household meets any of the following conditions, please contact us: medical emergency, elderly, blind or disabled.

Sincerely,

Concord Village Owners, Inc.
215 Adams Street
Brooklyn, New York 11201

**NOTIFICATION TO SOCIAL SERVICES OF
CUSTOMERS INABILITY TO PAY**

Concord Village Owners, Inc.
215 Adams Street
Brooklyn, New York 11201
718-625-3288

Customer's Name: _____

Address: _____

City, State, Zip: _____

Account No. _____

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

FINAL TERMINATION NOTICE

_____ **Date**

Customer's Name: _____

Address: _____

Account #: _____

Dear (Customer's name):

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

If you disagree with the amount due, you may call or write Concord Village Owners, Inc., 215 Adams Street, Brooklyn, NY 11201, 718-625-3288, or you may contact the Public Service Commission at 1(800)342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF CONCORD VILLAGE OWNERS, INC. WHEN PAYING THIS BILL.

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at 718-625-3288. If you or anyone in your household meets any of the following conditions, please contact us: medical emergency, elderly, blind or disabled.

Sincerely,

Concord Village Owners, Inc.
215 Adams Street
Brooklyn, New York 11201

6. Disclosure Statement

Disclosure Statement

Concord Village Owners, Inc. certifies that the method of rate calculation, rate cap, complaint procedures, tenant protections and the enforcement mechanism will be incorporated in plain language in all current and future documents for Concord Village Owners, Inc.

All apartments shall be billed at the bulk rate paid by Concord Village Owners, Inc. calculated by taking the total monthly charge for electricity dividing this amount by the total number of kWhrs consumed to determine the cost per kWhr to be charged to each apartment. The charge will be calculated by multiplying the cost per kWhr and the number of kWhrs used as indicated by the Shareholders meter. This charge will be compared to the charge if the shareholder was an SC-1 customer of Con Edison. The lower of the two charges will be the charge sent to the shareholder.

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

ATTACHMENT 3

NOTIFICATION LETTER TO CON EDISON

Previously Submitted

ATTACHMENT 4

CORPORATE OWNERSHIP FILED WITH THE
NEW YORK DEPARTMENT OF STATE

Previously Submitted

ATTACHMENT 5
SHAREHOLDER/TENANT ENERGY EFFICIENCY PLAN

Previously Submitted

ATTACHMENT 6

CONCORD VILLAGE PROPRIETARY LEASE

Apt. No.:
Shares:

CONCORD VILLAGE OWNERS, INC.

Lessor,

TO

Lessee,

PROPRIETARY LEASE

TABLE OF CONTENTS

<u>Caption</u>	<u>Page</u>
DEMISED PREMISES; TERM	1
RENT (MAINTENANCE) HOW FIXED	1
Accompanying Shares to Be Specified In Proprietary Leases	2
Cash Requirements Defined	2
Authority Limited to Board of Directors	2
Issuance of Additional Shares	2
Paid-in Surplus	2
Failure to Fix Cash Requirements	3
LESSOR'S REPAIRS	3
SERVICES BY LESSOR	3
DAMAGE TO APARTMENT OR BUILDING	3
Rent Abatement	4
Expiration of Lease Due to Damage	4
Waiver of Subrogation	4
Accompanying Shares to Be Specified in Proprietary Leases	5
Cash Requirements Defined	5
INDEMNITY	6
PAYMENT OF RENT	7
HOUSE RULES	7
USE OF PREMISES	7

<u>Caption</u>	<u>Page</u>
SUBLETTING	7
ASSIGNMENT	8
Consents: On Death of Lessee	9
Consents Generally: Stockholders' and Directors' Obligations of Consent	9
Release of Lessee Upon Assignment	9
Further Assignment or Subletting	9
PLEDGE OF SHARES AND LEASE	9
Secured Party	10
REPAIRS BY THE LESSEE	12
Odors and Noises	13
Equipment and Appliances	13
Rules and Regulations and Requirements of Mortgage	13
LESSOR'S RIGHT TO REMEDY LESSEE'S DEFAULTS	14
INCREASE IN RATE OF FIRE INSURANCE	14
ALTERATIONS	14
Removal of Fixtures	15
Surrender on Expiration of Term	15
LEASE SUBORDINATE TO MORTGAGES AND GROUND LEASES	16
MECHANIC'S LIEN	16
COOPERATION	17

<u>Caption</u>	<u>Page</u>
RIGHT OF ENTRY; KEY	17
WAIVERS	17
NOTICES	18
REIMBURSEMENT OF LESSOR'S EXPENSES	18
LESSOR'S IMMUNITIES	18
Storage Space and Laundry	18
Automobiles and Other Property	19
WINDOW CLEANING	19
TERMINATION OF LEASE BY LESSOR	19
Lessee Ceasing to Own Accompanying Shares	19
Lessee becoming a Bankrupt	20
Assignment, Subletting or Unauthorized Occupancy	20
Default in Rent	20
Lessee's Objectionable Conduct	21
Termination of All Proprietary Leases	21
Destruction of Building	21
Condemnation	21
Lessee's Default Under Security Agreement	21
LESSOR'S RIGHTS AFTER LESSEE'S DEFAULT	21
Collection of Rent from Subtenants	22
Sale of Shares	22
WAIVER OF RIGHT OF REDEMPTION	23

<u>Caption</u>	<u>Page</u>
SURRENDER OF POSSESSION	23
LESSEE'S OPTION TO CANCEL	23
Deposits required	24
Removal of Fixtures; Possession	24
Permission to Show and Occupy Premises	24
Effective Date of Cancellation	24
Rights on Lessee's Default	25
EXTENSION OF OPTION TO CANCEL	25
Right of Lessee's to Cancel	25
CONTINUANCE OF COOPERATIVE MANAGEMENT OF BUILDING AFTER ALL LEASES TERMINATED	25
UNSOLD SHARES	26
Subletting Apartment and Sale of Shares	26
Change in Form of Lease	26
Restriction on Cancellation	26
Non-interference with marketing Unsold Shares	27
FORECLOSURE-RECEIVER OF RENTS	27
TWO WHOM COVENANTS APPLY	27
WAIVER OF TRIAL BY JURY	27
LESSOR'S ADDITIONAL REMEDIES	28
LESSEE MORE THAN ON PERSON	28
EFFECT OF PARTIAL INVALIDITY	28

<u>Caption</u>	<u>Page</u>
NOTICE TO LESSOR OF DEFAULT	28
UNITY OF SHARES AND LEASE	28
CHARGES FOR GAS AND ELECTRICITY	29
NO DISCRIMINATION	29
MARGINAL HEADINGS	29
CHANGES TO BE IN WRITING	30
HOUSE RULES	32

PROPRIETARY LEASE

Proprietary Lease, made as of _____, 20____, by and between Concord Village Owners, Inc., a New York corporation, having an office at the address of the "building" set forth below, hereinafter called the Lessor, and

hereinafter called the Lessee.

Whereas, the Lessor is the owner of the land and the building erected thereon in the Borough of Brooklyn, City and State of New York known as and by the street number _____, hereinafter called the "building"; and

Whereas, the Lessee is the owner of _____ shares of the Lessor, to which this lease is appurtenant and which have been allocated to Apartment _____ in the building;

DEMISED PREMISES; TERM

Now, therefore, in consideration of the premises, the Lessor hereby leases to the Lessee, and the Lessee hires from the Lessor, subject to the terms and conditions hereof, Apartment _____ in the building (hereinafter referred to as the "Apartment") for a term from _____, 20____, until December 31, 2079 (unless sooner terminated as hereinafter provided). As used herein "the Apartment" means the rooms in the building as partitioned on the date of the execution of this lease designated by the above-stated apartment number, together with their appurtenances and fixtures and any closets, terraces, balconies, roof, or portion thereof outside of said partitioned rooms, which are allocated exclusively to the occupant of the Apartment.

RENT (MAINTENANCE) HOW FIXED

1. (a) The rent (sometimes called maintenance) payable by the Lessee for each year, or portion of a year, during the term shall equal proportion of the Lessor's cash requirements for such year, or portion of a year, which the number of shares of Lessor allocated to the Apartment bears to the total number of shares of the Lessor issued and outstanding on the date of the determination of such cash requirements. Such maintenance shall be payable in equal monthly installments in advance on the first day of each month, unless the Board of Directors of the Lessor (hereinafter call Directors) at the time of its determination of the cash requirements shall otherwise direct. Lessee shall also pay Lessee's pro rata share (determined in the same manner as maintenance) of any for any repair, alteration, or improvement to the corporate property, or any deficit from operations for a prior period, or other cash requirements. Such special maintenance charge shall be deemed additional rent and shall be payable in a lump sum or in periodic installments, as the Directors shall determine. The Lessee shall also pay such additional rent as may be provided for herein when due.

Accompanying Shares to Be Specified in Proprietary Leases

(b) In every Proprietary Lease heretofore executed by the Lessor there has been specified, and in every Proprietary Lease hereafter executed by it there will be specified, the number of shares of the Lessor issued to lessee simultaneously therewith, which number, in relation to the total number of shares of the Lessor issued and outstanding, shall constitute the basis for fixing, as hereinbefore provided, the proportionate shares of the Lessor's cash requirements which shall be payable as rent by the lessee.

Cash Requirements Defined

(c) "Cash Requirements" whenever used herein shall mean the estimated amount in cash which the Directors shall from time to time in its judgement determine to be necessary or proper for (1) the operation, maintenance, care, alteration and improvement of the corporate property during the year or portion of the year for which such determination is made; (2) the creation of such reserve for contingencies, repairs, replacements and general operations as it may deem proper; and (3) the payment of any obligations, liabilities or expenses incurred or to be incurred, after giving consideration to (i) income expected to be received during such period (other than rent from proprietary lessees), and (ii) cash on hand which the Directors in its discretion may choose to apply. The Directors may from time to time modify its prior determination and increase or diminish the amount previously determined as Cash requirements of the corporation for a or portion thereof. No determination of Cash Requirements shall have any retroactive effect on the amount of the rent payable by the Lessee for any period prior to the date of such determination. All determinations of cash requirements shall be conclusive as to all Lessees.

Authority Limited to Board of Directors

(d) Whenever in this paragraph or any other paragraph of this Lease, a power or privilege is given to the Directors, the same maybe exercised only by the Directors, and in no event may any such power or privilege be exercised by a creditor, receiver or trustee.

Issuance of Additional Shares

(e) If the lessor shall hereafter issue shares (whether now or hereafter authorized) in addition to those issued on the date of the execution of this lease, the holders of the shares hereafter issued shall be obligated to pay rent at the same rate as the other proprietary lessees from and after the date of issuance. If any such shares be issued on a date other than the first or last day of the month, the rent for the month in which issued shall be apportioned. The Cash Requirements as last determined shall, upon the issuance of such shares, be deemed increased by an amount equal to such rent.

Paid-In-Surplus

(f) The Directors may from time to time as may be proper determine how much of the maintenance and other receipts, when received, shall be credited on the corporate

accounts to "paid-in Surplus" (but not more than such amount as represents payments on account of principal of mortgages on the property and other capital expenditures). Unless the Directors shall determine otherwise, the amount of payments on account of principal of any mortgages shall be credited to Paid-In- Surplus.

Failure to Fix Cash Requirements

(g)The failure of the Directors to determine the Lessor's cash requirements for any year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof, or a release of the Lessee from the obligation to pay the maintenance or any installment thereof, but the maintenance computed on the basis of the cash requirements as last determined for any year or portion thereof shall thereafter continue to be the maintenance until a new determination of cash requirements shall be made.

LESSOR'S REPAIRS

2.The Lessor shall at its expense keep in good repair all of the building including all of the apartments, the sidewalks and courts surrounding the same, and its equipment and apparatus except those portions the maintenance and repair of which are expressly stated to be the responsibility of the Lessee pursuant to Paragraph 18 hereof.

SERVICES BY LESSOR

3.The Lessor shall maintain and manage the building as a first class apartment building, and shall keep the elevators and the public halls, cellars and stairways clean and properly lighted and heated, and shall provide the number of attendants requisite, in the judgement of the Directors, for the proper care and service of the Building, and shall provide the apartment with a proper and sufficient supply of hot and cold water and of heat, and if there be central air conditioning equipment supplied by the Lessor, air conditioning when deemed appropriate by the Directors. The Covenants by the Lessor herein contained are subject, however, to the discretionary power of the Directors to determine from time to time what services and what attendants shall be proper and the manner of maintaining and operating the building, and also what existing services shall increased, reduced, changed, modified or terminated.

DAMAGE TO APARTMENT OR BUILDING

4. (a)If the Apartment or the means of access thereto or the Building shall be damaged by fire or other cause covered by multiperil policies commonly carried by cooperative corporations in New York City (any other damage to be repaired by Lessor or Lessee pursuant to Paragraphs 2 and 18, as the case may be), the Lessor shall at its own cost and expense, with reasonable dispatch after receipt of notice of said damage, repair or replace or cause to be repaired or replaced, with materials of a kind and quality then customary in buildings of the type of the building, the Building, the Apartment, and the means of access thereto, including the walls, floors, ceilings, pipes, wiring and conduits in the apartment.

Anything in this Paragraph or Paragraph 2 to the contrary notwithstanding, Lessor shall not be required to repair or replace, or cause to be repaired or replaced, equipment, fixtures furniture, furnishings or decorations install by the Lessee or any of his predecessors in title nor shall the Lessor be obligated to repaint or replace wallpaper or other decorations in the Apartment or to refinish floors located therein.

Rent Abatement

(b) In case the damage resulting from fire or other cause shall be so extensive as to render the Apartment partly or wholly untenable, or if the means of access thereto shall be destroyed, the rent hereunder shall proportionately abate until the Apartment shall again be rendered wholly tenable or the means of access restored; but if said damage shall be caused by the act or negligence of the Lessee or the agents, employees, guests or members of the family of the Lessee or any occupant of the Apartment, such rental shall abate only to the extent of the rental value insurance, if any, collected by Lessor with respect to the Apartment.

Expiration of Lease Due to Damage

(c) If the Directors shall determine that (i) the Building is totally destroyed by fire or other cause, or (ii) the Building is so damaged that it cannot be repaired within a reasonable time after the loss shall have been adjusted with the insurance carriers, or (iii) the destruction or damage was caused by hazards which are not covered under the Lessor's insurance policies then in effect, and if in any such case the record holders of at least two-thirds of the issued shares at a shareholders' meeting duly called for that purpose held within one hundred twenty (120) days after the determination by the Directors, shall vote not to repair, restore or rebuild, then upon the giving of notice pursuant to Paragraph 31 hereof, this Lease and all other Proprietary Leases and all right, title and interest of parties thereunder and the tenancies thereby created, shall thereupon wholly cease and expire and rent shall be paid to the date of such destruction or damage, the Lessee hereby waives any and all rights under Section 227 of the Real Property Law and in no event shall the lessee have any option or right to terminate this Lease, except as provided herein.

Waiver of Subrogation

(d) Lessor agrees to use its best efforts to obtain a provision in all insurance policies carried by it waiving the right of subrogation against the Lessee; and, to the extent that any loss or damage is covered by the Lessor by and insurance policies which contain such waiver of subrogation, the Lessor releases the Lessee suffers loss or damage for which Lessor would be liable, and Lessee carries insurance which covers such loss or damage and such insurance policy or policies contain a waiver of subrogation against the landlord, then in such event Lessee releases Lessor from any liability with respect to such loss or damage.

INSPECTION OF BOOKS OF ACCOUNT-ANNUAL REPORT

5. The Lessor shall keep full and correct books of account at its principal office or at such other place as the Directors may from time to time determine and the same be open during all reasonable hours to inspection by the Lessee or a representative of the Lessee. The Lessor shall deliver to the Lessee within a reasonable time after the end of each fiscal year an annual report of corporate financial affairs, including a balance sheet and a statement of income and expenses, certified by an independent, certified public accountant.

CHANGES IN TERMS AND CONDITIONS OF PROPRIETARY LEASES

6. Each proprietary lease shall be in the form of this Lease, unless a variation of any lease is authorized by Lessees owning at least two-thirds (2/3rds) of the Lessor's shares then issued and executed by the Lessor and lessee affected. The form and provisions of all the proprietary leases then in effect and thereafter to be executed may be changed by the approval of Lessees owning at least seventy-five (75%) percent of the Lessor's shares then issued, and such changes shall be binding on all lessees even if they did not vote for such changes except that the proportionate share of rent or cash requirements payable by any lessee may not be increased nor may his right to cancel the lease under the conditions set forth in paragraph 35 be eliminated or impaired without his express consent. Approval by Lessees as provided for herein shall be evidenced by written consent or by affirmative vote taken at a meeting called for such purpose. Notwithstanding the foregoing, in no event shall any change in the form of proprietary lease and any of the provisions thereof be made which shall adversely affect certain rights granted to (i) purchasers of Unsold Shares (pursuant to Paragraph 30 hereto) or (ii) the Secured Party (its successors or assigns) as set forth in Paragraph 17(b) below, unless all such purchasers of Unsold Shares and the Secured party affected thereby shall have unanimously agreed to each such change.

PENTHOUSE, TERRACES AND BALCONIES

7. If the Apartment includes a terrace, balcony, or a portion of the roof adjoining a penthouse, the Lessee shall have and enjoy the exclusive use of the terrace or balcony or that portion of the roof appurtenant to the penthouse, subject to the applicable provisions of this Lease and to the use of the terrace, balcony or roof by the Lessor to the extent herein permitted. The Lessee's use thereof shall be subject to such regulations as may, from time to time, be prescribed by the Directors. The Lessor shall have the right to erect equipment on the roof, including radio, and television aerials and antennas, for its use and the use of the Lessees in the building and shall have the right of access thereto for such installations and for the repair thereof. The lessee shall keep the terrace, balcony, or portion of the roof appurtenant to his Apartment clean and free from snow, ice leaves and other debris and shall maintain all screens and drain boxes in good condition. No planting, fences, structures or lattices shall be erected or installed on the terraces, balconies, or roof of the building without the prior written approval of the Lessor. No cooking shall be permitted on any terraces, balconies or the roof of the building, nor shall the walls thereof be painted by the Lessee without the prior written approval of the lessor.

Any planting or other structures erected by the Lessee or his predecessor in interest may be removed and restored by the Lessor at the expense of the Lessee for the purpose of repairs, upkeep or maintenance of the Building.

ASSIGNMENT OF LESSOR'S RIGHTS AGAINST OCCUPANT

8. If at the date of the commencement of this Lease, any third party shall be in possession or have the right to possession of the Apartment, then the Lessor hereby assigns to the Lessee all of the Lessor's rights against said third party from and after the date of the commencement of the term hereof, and the lessee by the execution hereof assumes all of the Lessor's obligations to said third party from said date. The Lessor agrees to cooperate with the Lessee, but at the Lessee's expense, in the enforcement of the Lessee's rights against said third party.

CANCELLATION OF PRIOR AGREEMENTS

9. If at the date of the commencement of this Lease, the lessee has the right to possession of the Apartment under any agreement or statutory tenancy, this Lease shall supersede such agreement or statutory tenancy which shall be of no further effect after the date of commencement of this Lease, except for claims therefore arising thereunder.

QUIET ENJOYMENT

10. The Lessee, upon paying the rent and performing the covenants and complying with the conditions on the part of the Lessee to be performed as herein set forth, shall, at all times during the term hereby granted, quietly have, hold enjoy the Apartment without any let, suit, trouble or hindrance from the Lessor, subject, however, to the rights of present tenants or occupants of the Apartment, and subject to any and all mortgages and any underlying or overriding lease or ground lease (any such leases being hereinafter collectively called "Ground Lease") of the land and building, as provided in Paragraph 22 below.

INDEMNITY

11. The Lessee agrees to save the Lessor harmless from all liability, loss damage and expense arising from injury to person or property occasioned by the failure of the Lessee to comply with any provision hereof, or due wholly or in part to any act, default or omission of the Lessee or of any person dwelling or visiting in the Apartment, or by the Lessor, its agents, servants or contractors when acting as agent for the Lessee as in this Lease provided. This Paragraph shall not apply to any loss or damage when Lessor is covered by insurance which provides for waiver of subrogation against the Lessee.

PAYMENT OF RENT

12. The Lessee will pay the rent to the Lessor upon the terms and at the times herein provided, without any deduction on account of any set-off or claim which the lessee may have against the lessor, and if the Lessee shall fail to pay any installment rent promptly, the lessee shall pay interest thereon at the maximum legal rate from the date when such installment shall have become due to the date of the payment thereof, and such interest shall be deemed additional rent hereunder.

HOUSE RULES

13. The Lessor has adopted House Rules which are appended hereto, and the Directors may alter, amend or repeal such House Rules and adopt new House Rules. This Lease shall be in all respects subject to such House Rules which, when a copy thereof has been furnished to the Lessee, shall be taken to be part hereof, and the Lessee hereby covenants to comply with all such House Rules and see that they are faithfully observed by the family, guests, employees and subtenants of the lessee. Breach of a House Rule shall be default under this Lease. The Lessor shall not be responsible to the lessee for the non-observance or violation of House Rules by any other lessee or person.

USE OF PREMISES

14. The lessee shall not, without the written consent of the Lessor on such conditions as Lessor may prescribe, occupy or use the Apartment or permit private dwelling for the Lessee and Lessee's spouse, their children, grandchildren, parents, grandparents, brothers and sisters and domestic employees, and in no event shall more than one married couple occupy the Apartment without the written consent of the lessor. In addition to the foregoing, the Apartment may be occupied from time to time by guests of the Lessee for a period of time not exceeding one month, unless a longer period is approved in writing by the Lessor, but no guests may occupy the Apartment unless one or more of the permitted adult residents are then in occupancy or unless consented to in writing by the Lessor. Notwithstanding the foregoing, (a) Lessee may use the Apartment for any home occupation use permitted under applicable zoning law, building code or other rules and regulations of governmental authorities having jurisdiction and (b) the Lessee who is a holder of a block of Unsold Shares (defined in Paragraph 38 below), shall have the right to use the Apartment as a model or an office (or both) in connection with the sale or rental of apartments to which the Unsold Shares are allocated.

SUBLETTING

15. Except as provided in Paragraphs 17(b) and 38 of this Lease, the Lessee shall not sublet the whole or any part of the Apartment or renew or extend any previously authorized sublease, unless consent thereto shall have been duly authorized by a resolution of the Directors, or given in writing by a majority of the Directors or, if the Directors shall have failed or refused to give such consent, then by lessees owning at least sixty-five (65%) percent of the then issued shares of the Lessor, Consent by lessees as provided for herein shall be evidenced by written consent or by affirmative vote taken at a meeting called for such purpose. Any consent to subletting may be subject to such

conditions as the Directors or Lessees, as the case may be, may impose. There shall be no limitation on the right of Directors or Lessees to grant or withhold consent, for any reason or for no reason, to a subletting. No consent to a subletting shall operate to release the Lessee from any obligation hereunder.

ASSIGNMENT

16. (a) The lessee shall not assign this Lease or transfer the shares to which it is appurtenant or any interest therein, and no such assignment or transfer shall take effect as against the Lessor for any purpose; until

(i) An instrument of assignment in form approved by Lessor executed and acknowledged by the assignor shall be delivered to the lessor; and

(ii) An agreement executed and acknowledged by the assignee in form approved by Lessor assuming and agreeing to be bound by all the covenants and conditions of this Lease to be performed or complied with by the lessee on and after the effective date of said assignment shall have been delivered to the Lessor, or, at the request of the Lessor, the assignee shall have surrendered the assigned lease and entered into a new lease in the same form for the remainder of the term, in which case the Lessee's lease shall be deemed cancelled as of the effective date of said assignment; and

(iii) All shares of the Lessor to which this lease is appurtenant shall have been transferred to the assignee, with proper transfer taxes paid and stamps affixed; and

(iv) All sums due from the lessee shall have been paid to the Lessor, together with a sum to be fixed by the Directors to cover reasonable legal and other expenses of the lessor and its managing agent in connection with such assignment and transfer of shares (subject to paragraphs 17(b) and 38 hereof); and

(v) A search or certification from a title or abstract company as the Directors may require shall be delivered to lessor; and

(vi) Except in the case of an assignment, transfer or bequest of the shares and this Lease to the Lessee's spouse or adult siblings or adult children or parents, and except as otherwise provided in Paragraphs 17(b) and 38 of this Lease, consent to such assignment shall have been authorized by resolution of the Directors, or given in writing by a majority of the Directors; or, if the Directors shall have failed or refused to give such consent within thirty (30) days after submission of references to them or Lessor's agent, then by Lessees owning of record at least sixty-five (65%) percent of the then issued shares of the Lessor. Consent by Lessees as provided for herein shall be evidenced by written consent or by affirmative vote taken at a meeting called for such purpose in the manner as provided in the by-laws.

Consents: On Death of Lessee

(a) If the Lessee shall die, consent shall not be unreasonably withheld to an assignment of the Lease and shares to a financially responsible member of the lessee's family (other than the Lessee's spouse, adult siblings or adult children or parents as to whom no consent is required).

Consents Generally: Stockholders' and Directors' Obligations to Consent

(b) There shall be no limitation, except as above specifically provided, on the right of Directors or Lessees to grant or withhold consent, for any reason or for no reason, to an assignment.

(c) If the Lease shall be assigned in compliance herewith, the lessee-assignor shall have no further liability on any of the covenants of this lease to be thereafter performed.

Further Assignment or Subletting

(d) Regardless of any prior consent theretofore give, neither the lessee nor his executor, nor administrator, nor any trustee or receiver of the property of the lessee, nor anyone to whom the interests of the lessee shall pass by law shall be entitled further to assign this Lease, or to sublet the Apartment, or any part thereof, except upon compliance with the requirements of this Lease.

Statement by Lessor

(e) If this Lease is then in force and effect, Lessor will, upon request of lessee, deliver to the assignee a written statement that this Lease remains on the date thereof in force and effect; but no such statement shall be deemed an admission that there is no default under the Lease.

PLEDGE OF SHARES AND LEASE

17. (a) Subject to the receipt by the lessee of the approval of the Lessor, a pledge of this Lease and the shares to which it is appurtenant shall not be a violation of this Lease; but, except as otherwise provided elsewhere herein, neither the pledgee nor any transferee of the pledged security shall be entitled to have the shares transferred of record on the books of the Lessor, nor to vote such shares, nor to occupy or permit the occupancy by others of the Apartment, nor to sell such shares or this Lease, without first obtaining the consent of the Lessor in accordance with and after complying with all of the provisions of paragraph 14, 15, or 16, as the case may be. The acceptance by Lessor of payments by the pledgee or any transferee of the pledged security on account of rent or additional rent shall not constitute a waiver of the aforesaid provisions.

Secured Party

(b) Notwithstanding the provisions of subparagraph (a) of this Paragraph 17 or any other provision of this Lease to the contrary, the following provisions of this Paragraph shall govern and be binding.

(i) The Lessor agrees that it shall give to any holder of a security interest in the shares of the Lessor specified in the recitals of this Lease or mortgagee of this Lease who so requests (any such holder being hereinafter referred to as a "Secured Party"), a copy of any notice of default which the Lessor gives to the Lessee pursuant to the terms of the Lease, and if the Lessee shall fail to cure the default specified in such notice within the time and in the manner provided for in this Lease, then the Secured Party shall have an additional period of time, equal to the time originally given to the Lessee, to cure said default for the account of the lessee or to cause same to be cured, and the Lessor will not act upon said default unless and until the time in which the Secured Party may cure said default or cause same to be cured as aforesaid, shall have elapsed, and the default shall not have been cured.

(ii) If this Lease is terminated by the Lessor as provided in Paragraph 31 or 35 of this Lease, or by agreement with the lessee, (1) the lessor promptly shall give notice of such termination to the Secured Party and (2) upon request of the Secured party made within thirty (30) days of the giving of such notice the lessor (1) shall commence and prosecute a summary dispossess proceeding to obtain possession of the apartment, and (ii) shall, within sixty (60) days of its receipt of the aforesaid request by the Secured party, reissue the aforementioned shares to, and (with respect to any termination other than under Paragraph 36 below) shall enter into a new proprietary lease for the apartment with, any individual designated by the Secured Party, or the Individual nominee of the individual so designated by the Secured Party, all with the consent of the Directors or the shareholders, provided, however, that the Lessor shall have received payment, on behalf of the lessee, of all rent, additional rent and other sums owed by the Lessee to the Lessor under this lease for the period ending on the date of reissuance of the aforementioned shares of the lessor including, without limitation, sums owed under Paragraphs 32 (a) and (c) of this Lease.

(iii) If the purchase by the lessee of the shares allocated to the Apartment was financed by a loan made by a bank, savings bank or savings and loan association and default or an event of default shall have occurred under the terms of the Security agreement-leasehold mortgage or either of them entered into between the Lessee and the Secured Party, and if (1) notice of said default or event of default shall have been given to the Lessor, (2) an individual designated by the Secured party, or the individual nominee of the individual so designated by the Secured Party, shall be entitled to become the owner of the shares and the Lessee under this Lease pursuant to the terms of said security agreement-leasehold mortgage, or either of them, (3) not less than five (5) days' written notice of an intended transfer of the shares and this Lease shall have been given to the Lessor and the Lessee, (4) there has been paid, on behalf of the lessee, all rent, additional rent and other sums owed by the lessee to the lessor under this Lease for the period ending on the date of transfer of the aforementioned shares as hereinafter provided, and (5) the lessor shall be furnished with such affidavits, certificates, and opinions of counsel, in form and substance reasonably satisfactory to the Lessor, indicating that the foregoing conditions (1) through (4) have been met, then a transfer of the shares and the proprietary Lease shall be made to such individual, upon request, and with the consent of the Directors or the shareholders to which reference is made in Paragraph 16 (a) (vi).

(iv) Any designee of a Secured Party to whom a transfer of a lease shall have been made pursuant to the terms of this Subparagraph (b) hereof may cancel this lease under the terms of Paragraph 35 hereof; except that such designee (a) may cancel this Lease at an time after the designee acquires this Lease and the shares appurtenant hereto due to foreclosure of the security agreement-leasehold mortgage; (b) need give only thirty (30) days' notice of its intention to cancel; and (c) may give such notice at any time during the calendar year.

(v) A Secured party claiming or exercising any of the rights and privileges granted it pursuant to the provisions of this subparagraph (b) shall be deemed to have agreed to indemnify Lessor for all loss, liability or expense (including reasonable attorneys' fees) arising out of claims by Lessee, or his successors or assigns, against Lessor or the Security party, or their respective successors or assigns, for acts or omissions to act on the part of either Lessor or Secured party, or their respective successors or assigns, pursuant to this subparagraph (b). Lessor will give the Secured party written notice with reasonable promptness of any such claim against Lessor and the Secured party may contest such claim in the name and on behalf of Lessor with counsel selected by the Secured party at the Secured party's sole expense. Lessor shall execute such papers and do such things as are reasonably necessary to implement the provisions of this subpart (vi).

(vi) Upon Lessee's final payment under the loan given by the Secured Party or upon prepayment of said loan, Secured Party will give Lessor notice such final payment prepayment (as the case may be).

REPAIRS BY THE LESSEE

18. (a) The lessee shall take possession of the Apartment and its appurtenances and fixtures "as is" as of the commencement of the term hereof. Subject to the provisions of Paragraph 4 above, the Lessee shall keep the interior of the Apartment (including interior walls, floors and ceilings, but excluding windows, window panes, window frames, sashes, sills, entrance and terrace doors, frames and saddles) in good repair, shall do all of the painting and decorating required to his Apartment, including the interior of window frames, sashes and sills, and shall be solely responsible for the maintenance, repair, and replacement of plumbing, gas and heating fixtures and equipment and such refrigerators, dishwashers, removable and through-the wall air conditioners, washing machines, ranges and other appliances, as may be in the Apartment. Plumbing, gas and heating fixtures as used herein shall include exposed gas, steam and water pipes attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which the Lessee may install within the wall or ceiling, or under the floor, but shall not include gas, steam, water or other pipes or conduits within the walls, ceilings or floors or air conditioning or heating equipment which is part of the standard building equipment. The Lessee shall be solely responsible for the maintenance, repair and replacement of all lighting and electrical fixtures, appliances, and equipment, and all meters, fuse boxes or circuit breakers and electrical wiring and conduits from the junction box at the riser into and through the Lessee's Apartment. Any ventilator or air conditioning device which shall be visible from the outside of the building shall at all times be painted by the lessee in a standard color which the Lessor may select for the building.

Odors and Noises

(b) The lessee shall not permit unreasonable cooking or other odors to escape into the building. The lessee shall not permit or suffer any unreasonable noises or anything which will interfere with the rights of other lessees or unreasonably annoy them or obstruct the public halls stairways.

Equipment and Appliances

(c) If, in the lessor's sole judgement, any of the Lessee's equipment or appliances shall result in damage to the Building or poor quality or interruption of service to other portions of the Building, or overloading of, or damage to facilities maintained by the lessor for the supplying of water, gas, electricity or air conditioning to the Building, or if any such appliances visible from the outside of the building shall become rusty or discolored, the lessee shall promptly, on notice from the lessor, remedy the condition and, pending such remedy, shall cease using any appliance or equipment which may be creating the objectionable condition.

Rules and Regulations and Requirements of Mortgage

(d) The lessee will comply with all the requirements of Board of Fire Underwriters, insurance authorities and all governmental authorities and with all laws, ordinances, rules and regulations with respect to the occupancy or use of the Apartment. If any mortgage or ground lease affecting the land or the building shall contain any provisions pertaining to the right of the Lessee to make changes or alterations in the Apartment, or to remove any of the fixtures, appliances, equipment or installations, the Lessee herein shall comply with the requirements of such mortgage or mortgages and ground lease relating thereto. Upon the Lessee's written request, Lessor will furnish Lessee with copies of applicable provisions of each and every such mortgage.

LESSOR'S RIGHT TO REMEDY LESSEE'S DEFAULTS

19. If the Lessee shall fail for thirty (30) days after notice to make repairs to any part of the Apartment, its fixtures or equipment as herein required, or shall fail to remedy a condition which has become objectionable to the lessor for reasons above set forth, or if the Lessee or any person dwelling in the Apartment shall request the lessor, its agents or servants to perform any act not hereby required to be performed by the Lessor, the Lessor may make such repairs, or arrange for others to do the same, or remove such objectionable condition or equipment, or perform such act, without liability on the Lessor; provided that, if the condition requires prompt action, notice of less than thirty (30) days may be given or, in case of emergency, no notice need be given. In all such cases the Lessor, its agents, servants and contractors shall, as between the Lessor and Lessee, be conclusively deemed to be acting as agents of the lessee and all contracts therefor made by the Lessor shall be so construed whether or not made in the name of the Lessee. If Lessee shall fail to perform or comply with any of the other covenants or provisions of this lease within the time required by a notice from lessor (not less than five (5) days), then Lessor may, but shall not be obligated, to comply herewith, and for such purpose may enter upon the Apartment of Lessee. The Lessor shall be entitled to recover from the Lessee all expenses incurred or for which it has contracted hereunder, such expenses incurred or for which it has contracted hereunder, such expenses to be payable by the lessee on demand as additional rent.

INCREASE IN RATE OF FIRE INSURANCE

20. The Lessee 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. If, by reason of the occupancy or use of the Apartment by the Lessee, the rate of fire insurance on the Building or an Apartment or the contents of either shall be increased, the lessee shall (if such occupancy or use continues for more than thirty (30) days after written notice from the Lessor specifying the objectionable occupancy or use) become personally liable for the additional insurance premiums incurred by Lessor or any lessee or lessees of Apartments in the building on all policies so affected, and the lessor shall have the right to collect the same for its benefit or the benefit of any such lessees as additional rent for the Apartment due on the first day of the calendar month following written demand therefore by the Lessor.

ALTERATIONS

21.(a) The lessee shall not, without first obtaining the written consent of the Lessor, which consent shall not unreasonably withheld or delayed, make in the Apartment or Building, or on any roof, penthouse, terrace or balcony appurtenant thereto, any alteration, enclosure or addition or any alteration of or addition to the water, gas, or steam risers or pipes, heating or air conditioning system or units, electrical conduits, wiring or outlets, plumbing fixtures, intercommunication or alarm system, or any other installation or facility in the Apartment or Building. The performance by Lessee of any work in the Apartment shall be in accordance with any applicable rules and regulations of the Lessor and governmental agencies having jurisdiction thereof. The lessee shall not in any case

install any appliances which will overload the existing wires or equipment in the Building. Anything herein or in subparagraph (b) below to the contrary notwithstanding, the consent of the Lessor shall not be required for any of the foregoing alterations, enclosures or additions made by, or the removal of any additions, improvements or fixtures from the Apartment by, a holder of Unsold Shares, but the consent only of the Lessor's then managing agent will be sufficient, which consent shall not be unreasonable withheld or delayed. Notwithstanding the foregoing, no additions, alterations or improvements shall be made by a holder of Unsold Shares in the public areas of the Building or in any Apartment not leased to such holder of Unsold Shares without first obtaining the consent of the lessor (which consent shall not be unreasonably withheld or delayed) and (if applicable) the lessee of such other Apartment.

Removal of Fixtures

(b) Without Lessor's written consent, the lessee shall not remove any fixtures, appliances, additions or improvements from the Apartment except as hereinafter provided. If the Lessee, or a prior lessee, shall have heretofore placed, or the Lessee shall hereafter place in the Apartment, at the Lessee's own expense, any additions, improvements, appliances or fixtures, including but not limited to fireplace mantels, lighting fixtures, refrigerators, air conditioners, dishwashers, washing machines, ranges, woodwork, wall paneling, ceilings, special doors or decorations, special cabinet work, special stair railings or other built-in ornamental items, which can be removed without structural alterations or permanent damage to the Apartment, then title thereto shall remain in the Lessee and the Lessee shall have the right, prior to the termination of this lease, to remove the same at the Lessee's own expense, provided: (i) that the Lessee at the time of such removal shall not be in default in the payment of rent or in the performance or observance of any other covenants or conditions of this lease; (ii) that the Lessee shall, at the Lessee's own expense, prior to the termination of this lease, repair all damage to the apartment which shall have been caused by either the installation or removal of any such additions, improvements, appliances or fixtures; (iii) that if the Lessee shall have removed from the apartment any articles or materials owned by the Lessor or its predecessor in title, or any fixtures or equipment necessary for the Lessor or its predecessor in title, or any fixtures or equipment necessary for the use of the apartment, the Lessee shall either restore such articles and materials and fixtures and equipment and repair any damage resulting from their removal and restoration, or replace them with others of a kind and quality customary in comparable buildings and satisfactory to the Lessor; (iv) that if any mortgagee had acquired a lien on any such property prior to the execution of this lease, Lessor shall first procure from such mortgagee its written consent to such removal, and any cost and expense incurred by the Lessor in respect thereof shall have been paid by the Lessee; and (v) that prior to any such removal, the Lessee shall give written notice thereof to the Lessor.

Surrender on Expiration of Term

(c) On the expiration or termination of this Lease, the Lessee shall surrender to the Lessor possession of the apartment with all additions, improvements, appliances

and fixtures then included therein, except as hereinabove provided. Any additions, improvements, fixtures or appliances not removed by the Lessee on or before such expiration or termination of this lease shall, at the option of the Lessor, be deemed abandoned and shall become the property of the Lessor and may be disposed of by the Lessor without liability or accountability to the Lessee. Any other personal property not removed by the Lessee at or prior to the termination of this lease may be removed by the Lessor to any place of storage and stored for the account of the lessee without the Lessor in any way being liable for trespass, conversion or negligence by reason of any acts of the Lessor or of the Lessor's agents, or of any carrier employed in transporting such property to the place of storage, or by reason of the negligence of any person in caring for such property while in storage.

LEASE SUBORDINATE TO MORGAGES AND GROUND LEASES

22. This Lease is and shall be subject and subordinate to all present and future ground leases and to any mortgages now or hereafter liens upon such leases or on the land and building, or buildings, and to any and all extensions, modifications, consolidations, renewals and replacements thereof and to all security agreements and chattel mortgages on personal property covered by any ground lease or mortgage. This clause shall be self-operative and no further instrument of subordination shall be required by an such mortgagee or ground lessee. In confirmation of such subordination the Lessee shall at any time, and from time to time, on demand, execute any instruments that may be required by an mortgagee, or by the lessor, for the purpose of more formally subjecting this lease to the lien of any such mortgage or mortgages or ground leases, and the duly elected officers, for the time being, of the lessor are and each of them is hereby irrevocably appointed the attorney-in-fact and agent of the Lessee to execute the same upon such demand, and the Lessee hereby ratifies any such instrument hereafter executed by virtue of the power of attorney hereby given.

In the event that a ground lease is executed and delivered to the holder of a mortgage or mortgages on such ground lease or to a nominee or designee of or a corporation formed by or for the benefit of such holder, the Lessee hereunder will attorn to such mortgagee or the nominee or designee of such mortgagee or to any corporation formed by or for the benefit of such mortgagee.

MECHANIC'S LIEN

23. In case a notice of mechanic's lien against the Building shall be filed purporting to be for labor or material furnished or delivered at the building or the Apartment to or for the lessee, or anyone claiming under the lessee, the Lessee shall forthwith cause such lien to be discharged by payment, bonding or otherwise; and if the Lessee shall fail to do so within ten (10) days after notice from the Lessor, then the Lessor may cause such lien to be discharged by payment, bonding or otherwise, without investigation as to the validity thereof or of any offsets or defenses thereto, and shall have the right to collect, as additional rent, all amounts so paid and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees and disbursements, together with interest thereon from the time or times of payment.

COOPERATION

24. The Lessee shall always in good faith endeavor to observe and promote the cooperative purposes for the accomplishment of which the lessor is incorporated.

RIGHT OF ENTRY; KEY

25. The Lessor and its agents and their authorized workmen shall be permitted to visit, examine, or enter the Apartment and any storage space assigned to lessee at any reasonable hour of the day upon notice, or at any time and without notice in case of emergency, to make or facilitate repairs in any part of the Building or to cure any default by the lessee and to remove such portions of the walls, floors and ceilings of the Apartment and storage space as may be required for any such purpose but the Lessor shall thereafter restore the Apartment and storage space to its proper and usual condition at lessor's expense if such repairs are the obligation of Lessor or lessee's expense if such repairs are the obligation of Lessee or are caused by the act or omission of the lessee or any of the Lessee's family, guests, agents, employees or subtenants. In order that the Lessor shall at all times have access to the apartment or storage rooms for the purposes provided for in this Lease, The Lessee shall provide the lessor with a key to each lock providing access to the Apartment or the storage rooms, and if any lock shall be altered or new lock installed, the Lessee shall provide the lessor with a key thereto immediately upon installation. If the lessee shall not be personally present to open and permit an entry at any time when an entry therein shall be necessary or permissible hereunder and shall not have furnished a key to lessor, the Lessor or the lessor's agents (but, except in an emergency, only when specifically authorized by an officer of the lessor or an officer of the managing agent of Lessor) may forcibly enter the Apartment or storage space without liability for damages by reason thereof (if during such entry the lessor shall accord reasonable care to the Lessee's property). And without in any manner affecting the obligations and covenants of this Lease. The right and authority hereby reserved do not impose, nor does the lessor assume by reason thereof, any responsibility or liability for the care or supervision of the apartment, or any of the pipes, fixtures, appliances or appurtenances therein contained, except as herein specifically provided.

WAIVERS

26. The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the provisions of this Lease, or to exercise any right or option herein contained, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver, or a relinquishment for the future, of any such provisions, options or rights, but such provision, option or right shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless in writing expressly approved by the Directors.

NOTICES

27. Any notice by or demand from either party to the other shall be duly given only if in writing and sent by certified or registered mail, return receipt requested: if by the Lessee, addressed to the Lessor at the Building with a copy sent by regular mail to the Lessor's managing agent; if to the Lessee, addressed to the Building. Either party may by notice served in accordance herewith designate a different address for service of such notice or demand. Notices or demands shall be deemed given on the date when mailed, except notices of change of address shall be deemed served when received.

REIMBURSEMENT OF LESSOR'S EXPENSES

28. If the Lessee shall at any time be in default hereunder and the lessor shall incur any expense (whether paid or not) in performing acts which the Lessee is required to perform, or in instituting any action or proceeding based on such default, or defending, or asserting a counterclaim in any action or proceeding brought by the Lessee, the expense thereof to the Lessor, including reasonable attorneys' fees and disbursements, shall be paid by the Lessee to the Lessor, on demand, as additional rent.

LESSOR'S IMMUNITIES

29. (a) The Lessor shall not be liable, except by reason of Lessor's negligence, for any failure or insufficiency of heat, or of air conditioning (where air conditioning is supplied or air conditioning equipment is maintained by the Lessor), water supply, electric current, gas, telephone, or elevator service or other service to be supplied by the lessor hereunder, or for interference with light, air, view or other interests of the Lessee. No abatement of rent or other compensation or claim of eviction shall be made or allowed because of the making or failure to make or delay in making any repairs, alterations or decorations to the building, or any fixtures or appurtenances therein, or for space taken to comply with any law, ordinance or governmental regulation, or for interruption or curtailment of any service agreed to be furnished by the Lessor, due to accidents, alterations or repairs or to difficulty or delay in securing supplies or labor or other cause beyond Lessor's control, unless due to Lessor's negligence.

Storage Space and Laundry

(b) If the Lessor shall furnish to the Lessee any storage bins or space, the use of the laundry, or any facility outside the Apartment, including but not limited to a television antenna, the same shall be deemed to have been furnished gratuitously by the lessor under a revocable license. The lessee shall not use such storage space for the storage of valuable or perishable property and any such storage space assigned to Lessee shall be kept by Lessee clean and free of combustibles. If washing machines or other equipment are made available to the Lessee, the Lessee shall use the same on the understanding that such machines or equipment may or may not be in good order and repair and that the lessor is not responsible for such equipment, nor for any damage caused to the property of the Lessee resulting from the lessee's use thereof, and that any use that Lessee may make of such equipment shall be at his own cost, risk and expense.

Automobiles and Other Property

(C) The Lessor shall not be responsible for any damage to any automobile or other vehicle left in the care of any employee of the Lessor by the Lessee, and the Lessee hereby agrees to hold the Lessor harmless from any liability arising from any injury to person or property caused by or with such automobile or other vehicle while in the care of such employee. The Lessor shall not be responsible for any property left with or entrusted to any employee of the Lessor or for the loss of or damage to any property within or without the apartment by theft or otherwise.

WINDOW CLEANING

30. The Lessee will not require, permit, suffer or allow the cleaning of any window in the premises from the outside (within the meaning of Section 202 of the New York Labor Law) unless the equipment and safety devices required by law, ordinance, rules and regulations, including, without limitation, Section 202 of the New York Labor Law, are provided and used, and unless the industrial code of the State of New York is fully complied with; and the Lessee hereby agrees to indemnify the Lessor and its employees, other lessees, and the managing agent, for all losses damages or fines suffered by them as a result of the lessee's requiring, permitting, suffering or allowing any window in the premises to be cleaned from the outside in violation of the requirements of the aforesaid laws, ordinances, regulations and rules.

TERMINATION OF LEASE BY LESSOR

31. If upon, or at any time after, the happening of any of the events mentioned in subdivisions (a) to (j) inclusive of this Paragraph 31, the Lessor shall give to the Lessee a notice stating that the term hereof will expire on a date at least five (5) days thereafter, the term of this lease shall expire on the date so fixed in such notice as full and completely as if it were the date herein definitely fixed for the expiration of the term, and all right, title and interest of the Lessee hereunder shall thereupon wholly cease and expire and the lessee shall thereupon quit and surrender the Apartment to the Lessor, it being the intention of the parties hereto to create hereby a conditional limitation, and thereupon the Lessor shall have the right to re-enter the Apartment and to remove all persons and personal property therefrom, either by summary dispossession proceedings, or by any suitable action or proceeding at law or in equity, or by force or otherwise, and to repossess the Apartment in its former estate as if this Lease had not been made, and no liability whatsoever shall attach to the lessor by reason of the exercise of the right of reentry, re-possession and removal herein granted and reserved:

Lessee Ceasing to Own Accompanying Shares

(a) If the lessee shall cease to be the owner of the shares to which this Lease is appurtenant, or if this lease shall pass or be assigned to anyone who is not then the owner of all of said shares;

Lessee Becoming a Bankrupt

(b) If at any time during the term of this Lease (i) the then holder hereof shall be adjudicated a bankrupt under the laws of the United States; or (ii) a receiver of all of the property of such holder or of this Lease shall be appointed under any provision of the laws of the State of New York, or under any statute of the United States, or any statute of any state of the United States and the order appointing such receiver shall not be vacated within thirty (30) days; or (iii) such holder shall make a general assignment for the benefit of creditors; or (iv) any of the shares owned by such holder to which this lease is appurtenant shall be duly levied upon under the process of any court whatever unless such levy shall be discharged within thirty (30) days; or (v) this lease or any of the shares to which it is appurtenant shall pass by operation of law or otherwise to anyone other than the Lessee herein named or a person to whom such Lessee has assigned this Lease in the manner herein permitted, but this subsection (vi) shall not be applicable if this Lease shall devolve upon the executors or administrators of the Lessee and provided that within eight (8) months (which period may be extended by the Directors) after the death said Lease and shares shall have been transferred to any assignee in accordance with Paragraph 16 hereof; or (vii) this lease or any of the shares to which it is appurtenant shall pass to anyone other than the Lessee herein named by reason of a default by the Lessee under a pledge or security agreement or a leasehold mortgage made by the Lessee;

Assignment, Subletting or Unauthorized Occupancy

© If there be an assignment of this Lease, or any subletting hereunder, without full compliance with the requirements of Paragraphs 15 or 16 hereof; or if any person not authorized by Paragraph 14 shall be permitted to use or occupy the Apartment, and the Lessee shall fail to cause such unauthorized person to vacate the Apartment within ten (10) days after written notice from the Lessor;

Default in Rent

(d) If the Lessee shall be in default for a period of one month in the payment of any rent or additional rent or of any installment thereof and shall fail to cure such default with ten (10) days after written notice from the Lessor;

Default in Other Covenants

(e) If the Lessee shall be in default in the performance of any covenant or provision hereof, other than the covenant to pay rent, and such default shall continue for thirty (30) days after written notice from the Lessor; provided, however, that if said default consists of the failure to perform any act the performance of which requires any substantial period of time, then if within said period of thirty (30) days such performance is commenced and thereafter diligently prosecuted to conclusion without delay and interruption, the Lessee shall be deemed to have cured said default;

Lessee's Objectionable Conduct

(f) If at any time the Lessor shall determine, upon the affirmative vote of two-thirds (2/3rds) of its then Board of Directors, at a meeting duly called for that purpose, that because of objectionable conduct on the part of the Lessee, or of a person dwelling or visiting in the apartment, repeated after written notice from Lessor, the tenancy of the Lessee is undesirable (it being understood, without limiting the generality of the foregoing, that repeatedly to violate or disregard the House Rules hereto attached or hereafter established in accordance with the provisions of this lease, or to permit or tolerate a person of dissolute, loose or immoral character to enter or remain in the Building or the Apartment, shall be deemed to be objectionable conduct);

Termination of All Proprietary Leases

(g) If at any time the Lessor shall determine, upon the affirmative vote of two-thirds (2/3rds) of its then board of Directors at a meeting of such directors duly called for that purpose, and the affirmative vote of the records holders of at least eighty (80%) percent in amount of its then issued shares, at a shareholders' meeting duly called for that purpose, to terminate all proprietary leases;

Destruction of Building

(h) If the Building shall be destroyed or damaged and the shareholders shall decide not to repair or rebuild as provided in paragraph 4;

Condemnation

(i) If at any time the Building or a substantial portion thereof shall be taken by condemnation proceedings;

Lessee's Default Under Security Agreement

(j) If Lessee shall default in the payment or performance of any of Lessee's obligations under any pledge or other security agreement (the "Security Agreement") given a Secured Party (who has complied with the provisions of said Paragraph 17(b), and written notice of such default is given to Lessor by the Secured Party or its counsel.

LESSOR'S RIGHTS AFTER LESSEE'S DEFAULT

32. (A) In the event the Lessor resumes possession of the Apartment, either by summary proceedings, action of ejectment or otherwise, because of default by the Lessee in the payment of any rent or additional rent due hereunder, or on the expiration of the term pursuant to a notice given as provided in Paragraph 31 hereof upon the happening of any event specified in subsections (a) to (f) inclusive or (j) of Paragraph 31, Lessee shall continue to remain liable for payment of a sum equal to the rent which would have become due hereunder and shall pay the same in installments at the time such rent would be due hereunder. No suit brought to recover any installment of such rent or additional rent shall prejudice the right of the Lessor to recover any subsequent installment. After

resuming possession, the Lessor may, at its option, from time to time (i) relet the Apartment for its own account, or (ii) relet the Apartment as the agent of the Lessee, in the name of the Lessee or in its own name, for a term or terms which may be less than or greater than the period which would otherwise have constituted the balance of the term of this Lease, and may grant concessions or free rent, in its discretion. Any reletting of the Apartment shall be deemed for the account of the Lessee, unless within ten (10) days after such reletting the Lessor shall notify the Lessee that the premises have been relet for the Lessor's own account. The fact that the lessor may have relet the Apartment as agent for the Lessee shall not prevent the Lessor from thereafter notifying the Lessee that it proposes to relet the Apartment for its own account. If the lessor relets the Apartment as agent for the Lessee, it shall after reimbursing itself for its expenses in connection therewith, including leasing commissions and a reasonable amount for attorney's fees and expenses, and decorations, alterations and repairs in and to the Apartment, apply the remaining avails of such reletting against the Lessee's continuing obligations hereunder. There shall be a final accounting between the Lessor and the Lessee upon the earliest of the four following dates: (A) the date of expiration of the term of this Lease as stated on page 1 hereof; (B) the date as of which a new proprietary lease covering the Apartment shall have become effective; (C) the date the Lessor gives written notice to the Lessee that it has relet the Apartment for its own account; (D) the date upon which all proprietary leases of the Lessor terminate. From and after the date upon which the Lessor becomes obligated to account to the Lessee, as above provided, the Lessor shall have no further duty to account to the Lessee for any avails of reletting and the Lessee shall have no further liability for sums thereafter accruing hereunder, but such termination of the Lessee's liability shall not affect any liabilities theretofore accrued.

Collection of Rent from Subtenants

(b) If the Lessee shall at any time sublet the apartment and shall default in the payment of any rent or additional rent, the Lessor may, at its option, so long as such default shall continue, demand and receive from the subtenant the rent due or becoming due from such subtenant to the Lessee, and apply the amount to pay sums due and to become due from the Lessee to the Lessor. Any payment by a subtenant to the Lessor shall constitute a discharge of the obligation of such subtenant to the Lessee, to the extent of the amount so paid. The acceptance of rent from any subtenant shall not be deemed a consent to or approval of any subletting or assignment by the Lessee, or a release or discharge of any of the obligations of the Lessee hereunder.

Sale of Shares

(c) Upon the termination of this lease under the provisions of subdivision (a) to (f) inclusive or (j) of Paragraph 31, the Lessee shall surrender to the corporation the certificate for the shares of the corporation owned by the lessee to which this lease is appurtenant. Whether or not said certificate is surrendered, the Lessor may issue a new proprietary lease for the Apartment and issue a new certificate for the shares of the lessor owned by the Lessee and allocated to the Apartment when a purchaser therefore is obtained, provided that the issuance of such shares and such lease to such purchaser is authorized by a resolution of the Directors, or by a writing signed by a majority of the

Directors or by Lessees owning, of record, at least a majority of the shares of the Lessor accompanying proprietary leases then in force. Upon such issuance the certificate owned or held by the Lessee shall be automatically cancelled and rendered null and void. The Lessor shall apply the proceeds received for the issuance of such shares first, towards the payment of Lessee's indebtedness hereunder (including interest, attorney's fees and other expenses incurred by the Lessor); second, if said termination shall result, pursuant to subdivision (j) of Paragraph 31 by reason of a default under the Security Agreement, towards the payment of Lessee's indebtedness under the Security Agreement (including all costs, expenses and charges payable by Lessee thereunder); and third, if the proceeds are sufficient to pay the same, the Lessor shall pay over any surplus to the Lessee, but, if insufficient, the Lessee shall remain liable for the balance of the indebtedness due hereunder or (if applicable) under said Security Agreement. Upon the issuance of any such new proprietary lease and certificate, the Lessee's liability hereunder shall cease and the Lessee shall only be liable for rent and expense accrued to that time. The Lessor shall not, however, be obligated to sell such shares and appurtenant lease or otherwise make any attempt to mitigate damages.

WAIVER OF RIGHT OF REDEMPTION

33. The Lessee hereby expressly waives any and all right of redemption in case the Lessee shall be disposed by judgement or warrant of any court or judge. The words "enter", "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

SURRENDER OF POSSESSION

34. Upon the termination of this Lease under the provisions of subdivisions (a) to (f) inclusive or (j) of Paragraph 31, the Lessee shall remain liable as provided in Paragraph 32 of this Lease. Upon the termination of this Lease under any other of its provisions, the Lessee shall be and remain liable to pay all rent, additional rent and other charges due or accrued and to perform all covenants and agreements of the Lessee up to the date of such termination. On or before any such termination the Lessee shall vacate the Apartment and surrender possession thereof to the Lessor or its assigns, and upon demand of the Lessor or its assigns, shall execute, acknowledge and deliver to the lessor or its assigns any instrument which may reasonably be required to evidence the surrendering of all estate and interest of the lessee in the Apartment, or in the Building of which it is a part.

LESSEE'S OPTION TO CANCEL

35. (a) This Lease may be cancelled by the Lessee on any September 30th after the third anniversary of the consummation of the Plan of cooperative organization pursuant to which proprietary leases were originally issued, upon complying with all the provisions hereinafter set forth. Irrevocable written notice of intention to cancel must be given by the Lessee to the Lessor on or before April 1 in the calendar year in which such cancellation is to occur. At the time of the giving of such notice of intention to cancel there must be deposited with the Lessor by the Lessee:

Deposit required

(i) The Lessee's counterpart of this Lease with a written assignment in form required by the Lessor, in blank effective as of August 31 of the year of cancellation, free from all subleases, tenancies, liens, encumbrances, pledges, security interests and other charges whatsoever (except rights of occupancy of third parties existing on the date the lessor acquires title to the Building);

(ii) The lessee's certificate for his shares of the Lessor, endorsed in blank for transfer and with all necessary transfer tax stamps affixed and with payment of any transfer taxes due thereon;

(iii) A written statement setting forth in detail those additions, improvements, fixtures or equipment which the Lessee has, under the terms of this Lease, the right to and intends to remove.

Removal of Fixtures; Possession

(b) All additions, improvements, appliances and fixtures which are removable under the terms of this Lease and which are enumerated in the statement made as provided in subdivision (iii) above shall be removed by the Lessee prior to August 31st of the year of cancellation, and on or before said August 31st the Lessee shall deliver possession of the apartment to the Lessor in good condition with all required equipment, fixtures and appliances installed and in proper operating condition and free from all subleases and tenancies, liens, encumbrances, pledges, security interest and other charges and pay to the Lessor all rent, additional rent and other charges which shall be payable under this Lease up to and including the following September 30th.

Permission to Show and occupy Premises

(c) The Lessor and its agents may show the Apartment to prospective Lessees, contractors and architects at reasonable times after notice of the lessee's intention to cancel. After August 31st or the earlier vacating of the apartment, the Lessor and its agents, employees and Lessees may enter the Apartment, occupy the same and make such alterations and additions therein as the Lessor may deem necessary or desirable without diminution or abatement of the rent due hereunder.

Effective Date of Cancellation

(e) If the Lessee is not otherwise in default hereunder and if the Lessee shall have timely complied with all of the provisions of subdivisions (a) and (b) hereof, then this Lease shall be cancelled and all rights, duties and obligations of the parties hereunder shall cease as of the September 30th fixed in said notice, and the shares of Lessor shall become the absolute property of the Lessor, provided, however, that the Lessee shall not be released from any indebtedness owing to the Lessor on said last mention date.

Rights on Lessee's Default

(e) If the lessee shall give the notice but fail to comply with any of the other provisions of this Paragraph, the Lessor shall have the option at any time prior to September 30th (i) of returning to the lessee this Lease, the certificate for shares and other documents deposited, and thereupon the lessee shall be deemed to have withdrawn the notice of intention to cancel this Lease, or (ii) of treating this Lease as cancelled as of the September 30th named in the notice of intention to cancel as the date for the cancellation of such Lease, and bringing such proceedings and actions as it may deem best to enforce the covenants of the Lessee hereinabove contained and to collect from the lessee the payments which the lessee is required to make hereunder, together with reasonable attorney's fees and expenses.

EXTENSION OF OPTION TO CANCEL

36.(a) If on April 1st in any year the total number of shares owned by Lessees holding Proprietary Leases, who have given notice pursuant to Paragraph 35 of intention to cancel such Proprietary leases on September 30th of said year, shall aggregate then (10%) percent or more of the Lessor's outstanding shares, exclusive of treasury shares, then the Lessor shall, prior to April 30th in such year, give a written notice to the holders of all issued shares of the Lessor, stating the total number of shares then outstanding and in its treasury and the total number of shares owned by Lessees holding Proprietary Leases who have given notice of intention to cancel. In such case the proprietary lessees to whom such notice shall ground lease (any such leases being hereinafter collectively called "Ground Lease") of the land and building, as provided in Paragraph 22 below.

Right of Lessees to Cancel

(b) If Lessees owning at least 80% of the then issued and outstanding shares of the Lessor shall exercise the option to cancel their Leases in on year, then this and all other Proprietary leases shall thereupon terminate on the September 30th of the year in which such options shall have been exercised, as though every Lessee had exercised such option, in such event none of the Lessees shall be required to surrender his shares to the Lessor and all certificates for shares delivered to the Lessor by those who had, during that year, served notice of intention to cancel their Leases under the provisions hereof, shall be returned to such Lessees.

CONTINUANCE OF COOPERATIVE MANAGEMENT OF BUILDING AFTER ALL LEASES TERMINATED

37. No later than thirty (30) days after the termination of Proprietary Leases, whether by expiration of their terms or otherwise, a special meeting of shareholders of the Lessor shall take place to determine whether (a) to continue to operate the Building as a residential apartment building, (b) to alter, demolish or rebuild the building or any part thereof, or (c) to sell the Building and liquidate the assets of the Lessor, and the Directors shall carry out the determination made at said meeting of shareholders of the Lessor, and all of the holders of the then issued and outstanding shares of the Lessor shall have such rights as inure to shareholders of corporation having title to real estate.

UNSOLD SHARES

38. (a) The term "Unsold Shares" means and has exclusive reference to the shares of the Lessor which were issued to the Lessor's grantor(s) or individuals produced by the Lessor's grantor(s) pursuant to the Plan of cooperative organization of Lessor or to a nominee or designee of such grantor(s) or individual(s); and, all shares which are Unsold Shares retain their character as such (regardless of transfer) until (1) such shares become the property of a purchaser for bona fide occupancy (by himself or a member of his family) of the Apartment to which such shares are allocated, or (2) the holder of such shares (or a member of his family) becomes a bona fide occupant of the Apartment. This Paragraph 38 shall become inoperative as to this Lease upon the occurrence of either of said events with respect to the Unsold Shares held by the Lessee named herein or his assignee.

Subletting Apartment and Sale of Shares

(b) Neither the subletting of the Apartment nor the assignment of this Lease, by the Lessee who is the holder of the block of Unsold Shares allocated thereto, shall require the consents of the Directors or shareholders, as provided in Paragraphs 15 and 16.

Change in Form of Lease

(c) Without the consent of the lessee, no change in the form, terms or conditions of this Proprietary Lease, as permitted by Paragraph 6, shall (1) affect the rights of the lessee who is the holder of the Unsold Shares accompanying this lease to sublet the apartment or to assign this Lease, as provided in this Paragraph, or (2) eliminate or modify any rights, privileges or obligations of such Lessee.

Restriction on Cancellation

(d) The provisions of paragraph 35 may not be availed of by a Lessee who is the holder of a block of Unsold Shares accompanying this lease unless (i) Lessees owning a majority of Lessor's outstanding shares (other than the Unsold Shares) shall have given notice of intention to cancel pursuant to Paragraphs 35 or 36, or (ii) all Unsold Shares constitute fifteen (15%) percent or less of Lessor's outstanding shares, at least five (5) years have elapsed since Lessor acquired title to the building or units therein and on the effective date of cancellation Lessee shall pay to Lessor a sum equal to the product of the then current monthly rent (maintenance charges) payable under this lease multiplied by twenty-four (24).

Non-interference with marketing Unsold Shares

(e) Anything contained in this Lease and the House Rules annexed hereto to the contrary notwithstanding, Lessor shall not prevent nor unreasonably impede or interfere with the sale of any block of Unsold Shares or the subletting of an apartment to which a block of Unsold Shares is allocated and agrees that a holder of Unsold Shares shall have the right to display "For Sale" and "For rent" signs and similar promotional signs and material on or about the exterior of building, the lobby and apartments leased by a holder of Unsold Shares. In addition, prospective purchasers of Unsold Shares and sales personnel shall be given access to the public areas of the Property, including (without limitation) the parking areas (if any), lobbies, elevators and hallways, for purposes of ingress and egress, without being subject to any charge or fee therefore. No discriminatory charge or fee may be imposed on any lessee who is a holder of Unsold Shares.

FORECLOSURE-RECEIVER OF RENTS

39. Notwithstanding anything contained in this Lease, if any action shall be instituted to foreclose any mortgage on the land or the Building or the leasehold of the land or Building, the Lessee shall, on demand, pay to the receiver of the rents appointed in such action rent, if any, owing hereunder on the date of such appointment and shall pay thereafter to such receiver in advance, on the first day of each month during the pendency of such action, as rent hereunder, the rent for the Apartment as last determined and established by the Directors prior to the commencement of said action, and such rent shall be paid during the period of such receivership, whether or not the Directors, shall have determined and established the rent payable hereunder for any part of the period during which such receivership may continue. The provisions of this Paragraph are intended for the benefit of present and future mortgagees of the land or the Building or the leasehold of the land or Building and may not be modified or annulled without the prior written consent of any such mortgage holder.

TO WHOM COVENANTS APPLY

40. The references herein to the Lessor shall be deemed to include its successors and assigns, and the references herein to the Lessee or to a shareholder of the Lessor shall be deemed to include the executors, administrators, legal representatives, legatees, distributees and assigns of the lessee or of such shareholders; and the covenants herein contained shall apply to, bind and inure to the benefit of the Lessor and its successors and assigns and the lessee and the executors, administrators, legal representatives, legatees, distributees, successors and assigns of the lessee, except as hereinabove stated.

WAIVER OF TRIAL BY JURY

41. To the extent permitted by law, the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the lessee's use or occupancy of the Apartment, or any claim of damage resulting from any act or omission of the parties in any way connected with this lease or the Apartment.

LESSOR'S ADDITIONAL REMEDIES

42. In the event of a breach or threatened breach by lessee of any provision hereof, the Lessee shall have the right of injunction and the right to invoke any remedy at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for, and the election of one or more remedies shall not preclude the Lessor from any other remedy.

LESSEE MORE THAN ONE PERSON

43. If more than one person is named as lessee hereunder, the Lessor may require the signatures of all such persons in connection with any notice to be given or action to be taken by the lessee hereunder, including, without limiting the generality of the foregoing, the surrender or assignment of this lease, or any request for consent to assignment or subletting. Each person named as lessee shall be jointly and severally liable for all of the lessee's obligations hereunder. Any notice by the Lessor to any person named as lessee shall be sufficient, and shall have the same force and effect, as thought given to all persons named as Lessee.

EFFECT OF PARTIAL INVALIDITY

44. If any clause or provision herein contained shall be adjudged invalid the same shall not affect the validity of any other clause or provision of this Lease, or constitute any cause of action in favor of either party as against the other.

NOTICE TO LESSOR OF DEFAULT

45. The Lessee may not institute an action or proceeding against the Lessor or defend, or make a counterclaim in any action of the Lessor related to the Lessee's failure to pay rent, if such action, defense or counterclaim is based upon the Lessor's failure to comply with its obligations under this Lease or any law, ordinance or governmental regulation unless such failure shall have continued for thirty (30) days after the giving of written notice thereof by the lessee to the Lessor.

UNITY OF SHARES AND LEASE

46. The shares of the Lessor held by the Lessee and allocated to the Apartment have been acquired and are owned subject to the following conditions agreed upon with the Lessor and with each of the other proprietary lessees for their mutual benefits:

(a) The shares represented by each certificate are transferable on as an entirety and only in connection with a simultaneous transfer of this Lease, unless transferred pursuant to Article V Section 4 of the By-Laws of the Lessor in connection with the re-grouping of space in one or more Apartments.

(b) The shares shall not be sold or transferred except to the Lessor or to an assignee of this Lease after compliance with all of the provisions of Paragraph 16 of this lease relating to assignments.

CHARGES FOR GAS AND ELECTRICITY

47. If at any time or times during the terms of this Lease the consumption of gas or electricity, or both, in the apartment is measured by a meter which also measures consumption outside the apartment the Lessor may determine from time to time by resolution of the board of Directors thereof, the charges, if any, to be paid by the lessee on account of such consumption of gas or electricity, or both, and any such charges shall be payable monthly in advance or in such payments or installments as shall be required by the Directors, and at such times as shall be provided in such resolution.

Such charges may be determined in the proportion that the number of shares of Lessor allocated to the apartment bears to all shares of Lessor then issued and outstanding, or in the approximate proportion that the floor area of the Apartment bears to all floor areas measured by such meter, or such other equitable method as may be determined by the Directors.

Subject to the right of Lessor to determine electric charges in accordance with the preceding paragraph and until separately metered, if the Apartment is located in any of the Buildings at 225 Adams Street, 235 Adams Street or 270 Jay Street, Brooklyn, New York, Lessee shall pay, as additional rent, in advance, on the first day of each and every month, the following monthly charge in accordance with the number of rooms contained in the Apartment:

<u>Apartment Size</u>	<u>Monthly Electric Charge</u>
2 Rooms	\$30
3 Rooms	\$35
3 ½ Rooms	\$40
4 ½ Rooms	\$50

Lessor shall have the right, from time to time, in its sole discretion, reasonable exercised, to change such monthly electric charge, providing any change thereof is made in accordance with the second un-numbered paragraph of this Paragraph 47 or any increase in the foregoing charge reasonable approximates a corresponding increase in electric rates charged by the utility company furnishing electric service.

NO DISCRIMINATION

48. The Lessor will not discriminate against any person because of his race, creed, religion, color, national origin, ancestry, sex or other ground proscribed by law when exercising any right reserved to it in this Lease.

MARGINAL HEADINGS

49. The marginal headings of the several paragraphs of this lease shall not be deemed a part of this Lease.

CHANGES TO BE IN WRITING

50. The provisions of this Lease cannot be changed orally.

IN WITNESS WHEREOF, the parties have executed this Lease.

Lessor:

CONCORD VILLAGE OWNERS, INC.

By: _____
President
Secretary

Lessee:

_____(L.S.)

_____(L.S.)
Lessee.

Witnessed:

State of New York)
County of New York)ss:

On the day of in the year , before me, undersigned
personally appeared

Known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) is (are) subscribed to the within instrument and acknowledged to me that
he/she/ they executed the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument the individual(s), or the person upon behalf of which the
individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgement

State of New York)
County of New York)ss:

On the day of in the year , before me the undersigned
personally appeared

Known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) is (are) subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument the individual(s), or the person upon behalf of which the
individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgement

ATTACHMENT 7

NOTICE TO SHARHOLDERS

Affidavit of Tenant Notification

I, Frank Nieves as Managing Agent of Concord Village Owners, Inc. hereby certify that on April 17, 2012 I served notice, by hand delivery and posting a copy of the notice in a central location in the building, to attached list of tenants providing general information regarding electric submetering and how this new system will affect residents.

IN WITNESS WHEREOF, we have made and subscribed to this affidavit on

14 day of MAY, 2012

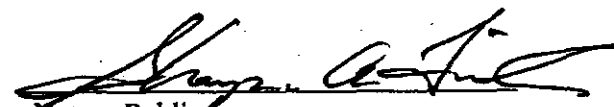
Signature

By: **FRANK NIEVES**
By: **General Manager**

STATE OF NEW YORK

County of Kings

On this 14th day of May, 2012 before me personally came Frank Nieves to me know to be the person described in and who executed the foregoing affidavit and they thereupon acknowledged to me that they executed the same.


Notary Public

SHAYNA ANN FREDERICK
Notary Public, State of New York
No. 01FR6258490
Qualified in Kings County
Commission Expires March 26, 2016

Concord Village Owners Inc.

215 Adams Street • Brooklyn, NY 11201-2895
Tel: (718) 625-3288 • Fax: (718) 260-9681

April 17, 2012

Dear Shareholders:

Please carefully review the attached materials regarding the proposal to install electricity submeters in 225 Adams, 235 Adams and 270 Jay. The Board of Directors is required by law to provide all of these materials for your review, and the details about how to file a comment about this proposal with the NY State Public Service Commission (PSC) are enclosed.

What is this about?

The Board has presented a plan to the PSC to submeter the three unmetered buildings mentioned above. In the other four buildings (215, 195 and 175 Adams and 230 Jay), shareholders have always had their own electricity meters.

The NY State Research and Development Authority (NYSERDA) currently has a grant opportunity that covers about 50% of the cost of meters, and the Board is hoping to take advantage of this opportunity to off-set part of the total project cost.

Why is submetering important?

Having individually metered apartments is a more equitable system, in which residents pay for their own energy use. Studies show that in buildings where individual unit meters are installed, usage drops by about 20%. This is a significant savings.

Also, one of the many advantages is that you will now be rewarded for buying energy efficient equipment, as well as for any steps you take to reduce your personal energy use.

We have asked PMG to videotape your fuse boxes in addition to your vents and radiators as part of the Energy Efficiency Upgrades inspections. This will help us prepare as we move forward on this project.

Submetering is something that has been discussed for years and the current board is hoping to take advantage of the NYSERDA grants to offset some of the costs.

We will have a special meeting on May 1 to discuss submetering with any interested residents, and you have until June 1, 2012, to return the enclosed ballot (page 2).

Please feel free to email Energy@concordvillageny.com if you have any questions or comments in advance of the meeting.

Concord Village Owners Inc.

215 Adams Street • Brooklyn, NY 11201-2895
Tel: (718) 625-3288 • Fax: (718) 260-9681

BALLOT FOR SUBMETERING – 225 ADAMS, 235 ADAMS AND 270 JAY

Shareholder Name _____

Building (Check One) _____ 225 Adams _____ 235 Adams _____ 270 Jay

Apartment Number _____

FOR

AGAINST

Ballots may be placed in the ballot boxes in the lobbies, dropped off in the office at 215 Adams Street or mailed to Concord Village Owners Inc, 215 Adams Street, Brooklyn, NY 11201.

The deadline for voting is June 1, 2012.

Concord Village Owners Inc.

215 Adams Street • Brooklyn, NY 11201-2895
Tel: (718) 625-3288 • Fax: (718) 260-9681

April 17, 2012

Dear Shareholder:

Concord Village Owner's Inc. has petitioned the New York State Public Service Commission for approval to submeter 225 Adams Street, 235 Adams Street and 270 Jay Street.

The Case Number for this petition is 12-E-0150 – Concord Village.

As required by the New York State Administrative Procedures Act (SAPA), the submitted petition is being published in the New York State Register on April 18, 2012. This petition can be found at the website for the New York State Public Service Commission (www.dps.ny.gov) under Case No. 12-E-0150. Comments should be submitted to the NYS Public Service Commission, Office of the Secretary, at secretary@dps.ny.gov. Please see the attached instructions from the NYS Public Service Commission for the submittal of comments.

The submetering system to be utilized by Concord Village is manufactured by Intech21, Inc., and uses the Intech21 PM2104 meter. A description of this submetering system is included with the petition to the PSC. A system description is attached to this letter.

Concord Village Owner's Inc. has prepared a draft Home Energy Fair Practices Act (HEFPA) Plan. This plan is attached to the petition submitted to the PSC. The HEFPA Plan can also be reviewed in the Concord Village Management Office. This plan outlines your rights and protections as a consumer of electricity including appropriate complaint procedures. If you have any questions, you can contact the NYS Public Service Commission at 1-800-342-3377.

Please log on to the PSC website to review the submitted petition and attached documents. Any comments on the petition must be filed by June 2, 2012.

Very truly yours,

Concord Village Owner's Inc Board of Directors

RIGHTS AND COMPLAINT PROCEDURE

As a Shareholder/Tenant customer for electricity you have certain rights assured by Home Energy Fair Practices Act (HEFPA). This statement is an overview of those rights and the Management Company's policies and procedures. Our representatives are available to assist you at 718-625-3288. If you have an electrical emergency, please call us at 718-625-3288. If you would like to contact us by mail, please write to us at (Concord Village Owners, Inc., 215 Adams Street, Brooklyn, NY 11201). Your satisfaction is important to us, therefore if after speaking with one of our representatives, you believe your questions have not been resolved, please ask to speak with a supervisor.

If you have any complaints that are not satisfied after speaking with a supervisor for electrical service, the customer shall first present to the managing agent or representative a written or verbal complaint which may be in letter form including the action or relief requested to AMPS-ELEMCO Inc., 1324 Motor Parkway, Hauppauge, New York 11749, 631-582-8266. The managing agent or representative shall investigate and respond to the complaint within ten (10) days of receipt of the complaint. If the complaint is concerning the sub-meter malfunction we shall arrange for testing the sub-meter within ten (10) days. To investigate your complaint, the managing agent may utilize the sub-metering company and /or its sub-metering consultant to assist in an investigation of the complaint. The complainant shall be advised of the disposition of the complaint and the reason therefore. If the complainant is dissatisfied with the managing agent or representative's response he/she may request a review of said determination by filing a written or verbal protest within fourteen (14) days from the date of the response to the managing agent or representative.

No particular process form is required. The complainant can also contact Public Service Commission at New York State Department of Public Service, 3 Empire State Plaza, Albany, NY 12223 or 90 Church Street, New York, New York 10007 or call their toll free HELP Hotline at 1(800) 342-3377 and file a complaint. The bills you receive show the amount of kilowatts you used. You may request budget billing. Budget billing divides your electrical cost into equal monthly payments. At the end of the year you shall be responsible to pay for all electric costs in excess of your budget billing amount paid. We read your meter because it measures and records the actual amount of electric you use which enables us to send you an accurate bill. Making sure your electric bills are accurate and correct is important to us and to you. That is why we make every effort to read your meter regularly.

If you are having difficulty paying your bill, please contact us by telephone or by letter in order to make a payment agreement. We can determine the length of the agreement and the amount of each monthly payment if you can show financial need. You may not have to make a down payment, and installment payments may be as little as \$10.00 per month. We will make every effort to help you find a way to pay your bill. Special protections may be available if you and those living with you are age 18 or younger or 62 and older, blind or disabled. To ensure that you receive all of the protections you are eligible for, please contact the company's representative and identify yourself.

SPECIAL PROTECTIONS REGISTRATION FORM

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

Concord Village Owners, Inc. 215 Adams Street, Brooklyn, New York 11201

ACCOUNT INFORMATION

(Be sure to complete before mailing)

Name

Address

Apartment

Town/City

Zip

Telephone # Daytime

Evening

Account Number (as shown on bill)

I would like to be considered for Special Protections.

In my household (Check):

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

-
- Unit Owner/resident of my house has a Life Support Hardship (type):
-
-

I receive government assistance.

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

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

Please send me more information about:

Balanced Billing

To be Completed by Third Party

Please let me know if this customer's bill is overdue or if the service might be turned off. As "Caregiver" I understand that I am not responsible for payment of this bill.

Caregiver/Agency

Address

Apartment

Town/City

Zip

Telephone Number Daytime

Evening

Designee Signature

- Number of copies to be filed:
 - Pursuant to § 3.5(a)(1) of 16 NYCRR, unless otherwise requested by the Secretary, parties are now required to submit only one, electronic, version of a document.
- Documents containing confidential information:
 - The DMM system will automatically preserve the confidentiality and direct the document to the appropriate addressee within the Department. Participants in the e-filing program must follow the instructions for filing confidential documents. A motion for confidentiality must be in a separate file from the document alleged to contain the confidential information. The DMM system will prompt users to file the motion separately. The motion must explain why the alleged confidential information meets the qualifications (found in 16 NYCRR §6-1.3) for an exception from disclosure.
 - For all other parties, the motion for confidentiality and any cover letter should be filed with the Secretary and sent to the Administrative Law Judge (ALJ), where one is assigned, or to the Records Access Officer, when no ALJ is assigned, but the allegedly confidential document itself should be sent only to the ALJ or the Records Access Officer, as applicable. We encourage all submissions to the Records Access Officer to be made electronically to recordsaccessofficer@dps.ny.gov. The ALJ presiding in a case will likely indicate the preferred form of service on the ALJ.
 - **Unless the cover letter or e-mail clearly identifies that the attached document for filing contains confidential information, any filing received by the Secretary will be deemed to be public and will be posted to the Commission's Web site.**
- E-signatures:
 - Procedures for implementing electronic signatures for persons filing documents with the Secretary are under development. These procedures, when finalized, will be posted with these guidelines.
- Verified Documents:
 - Official verified documents may be submitted electronically as long as the verification statement below is provided with the filing.

I, _____, do hereby
 affirm that the contents of this document are true to the best
 of my knowledge.

Signed: _____ (E-signature)

Date: _____

- **Contracts:**
 - Clarity in identifying specific utilities and the service to which contracts applies assists the Secretary in processing the filing, thus, for utility companies comprised of more than one regulated subsidiary or providing more than one type of utility service, please specify the utility and service for each contract filed.

For example: A contract that is strictly for a combination utility's gas business should be clearly labeled as such. A contract that is for a particular utility within a multi-utility holding company should also be identified as being just for that utility. Finally, a contract that applies to multiple utilities within a multi-utility holding company should identify each utility.

- **Further requirements:**
 - All submissions must be received no later than **4:30 PM** on the due date. This will permit the Office of the Secretary to process and enter the filed document into the DMM system for public access. Documents filed after 4:30 PM will be dated and processed on the next business day.
 - Any material(s) protected by Copyright must be identified as such in the comment and will not be posted without the express written consent of the Copyright owner.
 - When a party files only paper documents pursuant to subdivision (a)(1) of 16 NYCRR §3.5, the party must provide a clear and permanently legible original to the Secretary, unless otherwise directed by the Secretary. The paper document must be received on or before the due date for the filing.
 - **For Major Rate and Article VII filings, please contact the Office of the Secretary at (518) 474-2500 for further instructions.**
- **Requests:**
 - Any requests for exceptions from the rules or guidelines, or extensions of deadlines in accord with PSL Section 3.3, should be made to the Secretary. Requests for extension should be made in advance of the deadline.

Hon. Jaclyn A. Brillling
Secretary to the Commission
New York State Public Service Commission
Agency Building 3
Albany, NY 12223-1350
Phone: (518) 474-6530
Fax: (518) 486-6081
E-mail: secretary@dps.ny.gov

- Submit electronic filings using our Document Management System at http://www.dps.ny.gov/DMM_Registration.html or to the Secretary at secretary@dps.ny.gov
- Select your method of service and file this form with your new petition/application.



Guidelines for Filing Documents with the Secretary (Updated 4/17/12)

Recent Changes were made pertaining to:

- Preferred Method of Filing
- Links for Registering with DMM
- 4:30 PM Filing Deadline
- Rejecting Zipped and Password Protected Documents
- Filing Extensions with the Secretary

Electronic filing through the Department's Document and Matter Management (DMM) System is preferred. DMM enables the submission and issuance of electronic documents with and from the Commission.

Rather than attempting to capture ever-changing technologies within the Commission's regulations (which would require committing to rewriting the regulations with every technological development), the following current and specific guidelines for submissions are offered below. The Commission's Regulations, contained in 16 NYCRR Parts 1-6, 8 and 17, have been updated, as of February 11, 2011. These guidelines supplement and clarify expectations for all parties filing with the Secretary. These particular guidelines are not intended to be permanent; as technological processes and capacities change, so too will the guidelines. The following links will guide you through the DMM filing process.

PSC Guidelines for electronic filings

- Format:
 - Documents must:
 1. be formatted for a page size of 8-1/2" by 11", with margins of no less than one inch on all four sides. (Exhibits attached to paper filings shall be folded to the same size);
 2. be produced with a font size no smaller than 11-point or its equivalent, and be one and one half line spacing, except that footnotes and lengthy quotations may be single-spaced;

Power Meter PM-2104

1. Brief Description

The Power Meter PM-2104 is designed and developed by Met 21 Inc for the purpose of accurate metering of the electrical power, current, demand, voltage and consumed energy for a single phase three-wire power distribution systems, particularly in the apartment buildings.

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

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

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

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

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

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

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

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

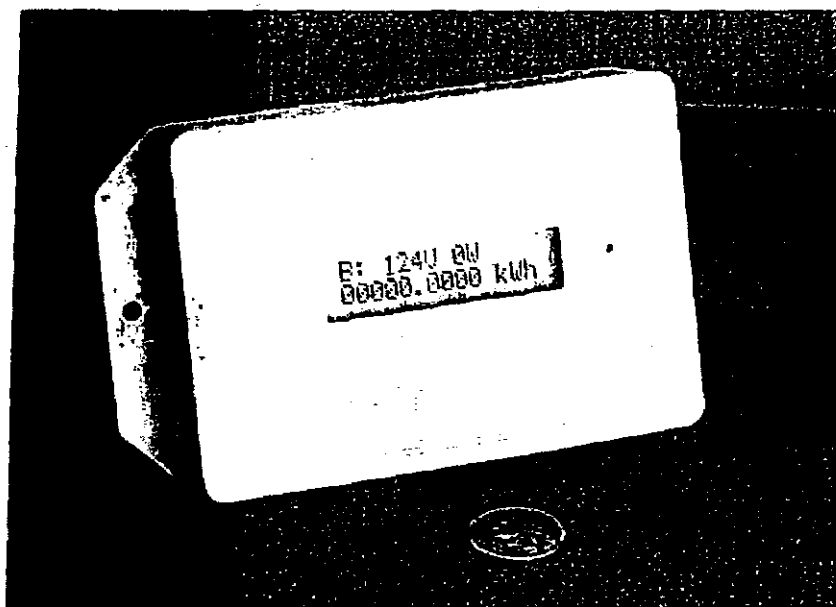


Fig 1. PM-2104. Front view

2. Specifications

2

Power Meter Type	Self-Contained Three Wire Two-Element Solid-State Meter Class 100
Baseline Standards	ANSI C12.1, ANSI C12.16, UL3111-1, CSA22.2 NO. 10-0-1, UL Listed 36NB
Voltage and Frequency rating	120 V, 60 Hz
Test Current	15 A RMS
Voltage Input Configuration	Single-phase, 3-wire: Line A, Line B and Neutral
Voltage Input	Rear terminal block, 120 V RMS +30 , -50 Connecting Wires: 14AWG to 12AWG
Transient Overvoltages	According to INSTALLATION CATEGORIES II
Current Input	Rear terminal blocks for the external Current Transformers. 2000 1, 100 A RMS per element. Connecting Wires 16AWG to 14AWG
Load Power Factor	-0.5 to +0.5
Measured Parameters	<ul style="list-style-type: none"> • Total Energy Consumed in the range from 00000 0000 kWh to 49999.9999 kWh with overflow to 0 • Lines A and B voltage in the range from 60 V RMS to 160 V RMS • Lines A and B load active power in the range from 0 W to 15000 W • Demands based on a programmable interval of time • Temperature
Energy Measurement Error	<1%
Data Retention	During a Power Outage the Measured Energy is stored in the EEPROM
Power Consumption	< 0.5W (<0.8VA)
Display	Backlit LCD alphanumeric display 16x2 characters Shows Measured Parameters and/or the informational messages
Wireless Interface	Built-In Wireless Interface for Automatic Meter Reading Complies with Part 15 of the FCC Rules ISM License-Free Frequency Band: 902 MHz - 926 MHz RF Transmitted Power: 0 dBm
Electric Load Control Outputs	Options: 1. Two normally opened dry contacts 2. Two solid state relays' outputs
Thermal Load Control Temperature Measurement Range	Range: -10°C to +85°C (13°F to 185°F). Accuracy: ±0.5 C
Size	3.5 x 6 x 1.6(2.8 with the internal current transformers) inches <ul style="list-style-type: none"> • Indoors use. • Placement Enclosed Power Distribution Panel or Wall-Mount
Environmental Conditions	<ul style="list-style-type: none"> • Temperature Range: 5°C to +50°C • Altitude up to 2000m • Maximum relative humidity 80% for temperatures up to 31°C decreasing linearly to 50% relative humidity at 40°C • POLLUTION DEGREE 2 in accordance with IEC664
Weight	< 1 lb

**235 Adams Street -Sign in Sheet
ENERGY PROJECTS-SUBMETERING**

Unit/Apt Shareholder or Residents Name

235/1G	MR ROBERT FERNANDEZ
235/1H	MR/MRS ENG
235/1I	ERNEST L COY
235/1J	ANGELA S. LINEBACK
235/1K	ROBERT J HIRSCH
235/2A	SHEILA M. CLEARY
235/2B	LORNA SCHNEIDER
235/2C	GALLETT, PETER ANTHONY
235/2D	MS MARY PATTERSON
235/2E	ERSKINE KATZ
235/2F	MAUREEN MC COLL
235/2G	ERIC STURNIOLO
235/2H	GARY CARLIN
235/2I	LUCILLE ROSARIO
235/2J	RONALD JURAN
235/2K	GARY A CHALUS
235/3A	LOUIS E SEIXAS
235/3B	MICHAEL PETERS
235/3C	J. NADLER & C. SCHMIER
235/3D	KENNETH HAIM & JESSICA STERN
235/3E	DEBORAH M ISOM
235/3F	VERA SCANLON
235/3G	DENISE PLOURDE
235/3H	ALEJANDRO LUGO
235/3I	G KING
235/3J	CAROL S. GROVE
235/3K	MARY E BUSER

235 Adams Street -Sign In Sheet

Unit/Apt Shareholder or Residents Name

235/4A	LEVINE, SARA
235/4B	THOMAS MCKIE JR
235/4C	TODD SENZON
235/4D	S. RUBERT & R. GROSS
235/4E	DOREEN GRAY-MCCORMICK
235/4F	K DRAY/R DOXSEY
235/4G	MS MARA BECK
235/4H	E. DIAMANT & L. FISCHER
235/4I	GERALD S/CAROL E HELD
235/4J	RUIS
235/4K	CHRISTOPHER MACIERA
235/5A	GLORIA GOLDSTEIN
235/5B	J. SORRENTINO & J. ROMANO
235/5C	CARP, SANDRA
235/5D	JEAN MARY SMITH
235/5E	ANDREW FEIN
235/5F	MARY MARTINEZ
235/5G	ELIZABETH TRETTER
235/5H	CHARLES&KARIN KERNOCHAN
235/5I	LAURA GARNER
235/5J	DAWN WILSON
235/5K	SHELLY LEVIN
235/6A	MS CORNELIA IONESCU
235/6B	JOHN R. MAZZOLA & JUSTIN MAZZOLA
235/6C	DEBORAH/POL HILL
235/6D	POL G HILL
235/6E	JESSICA ROONEY
235/6F	FABRIS CAPPO
235/6G	STEVEN DAVID/JANA COHN
235/6H	STEVEN DAVID/JANA COHN
235/6I	DOUGLAS COHN
235/6J	LISA E MANZ
235/6K	WAI-LAM & PEI MEI LI

235 Adams Street -Sign In Sheet

Unit/Apt Shareholder or Residents Name

235/7A	EUGENE MARLOW
235/7B	YUJUAN JI
235/7C	COLETTE DESBAS
235/7D	NANCY & KATHLEEN BROGAN
235/7E	EDITH HOLLEY
235/7F	ILENE SUSSMAN
235/7G	JOSHUA HARPER
235/7H	CATHERINE JAMES - KENYATTA
235/7I	MR/MRS CHARLES DEROKO
235/7J	JANE KWOK
235/7K	JANICE A. SILEO
235/8A	JOYCE CHAN
235/8B	CONCORD VILLAGE-VACANT
235/8C	NATHAN & LAURA GRAY
235/8D	MISS PAMELA COLLINS
235/8E	NATALIE BAPTISTA
235/8F	JACK MENTESANA
235/8G	JOHNATHAN KEILSON
235/8H	LAURA A. ROCHE
235/8I	JILL ROCKWITZ
235/8J	WALTER G ANTOGNINI
235/8K	JOHN SCHWARTZ
235/9A	JOSEPH H. CATERINI
235/9B	LUP TUEN MA
235/9C	MICHAEL COTTER
235/9D	MICHAEL COTTER
235/9E	HENRY LOCKWORTH
235/9F	GLENIS V PATTERSON
235/9G	SANDRA M MARSH
235/9H	ANDREA FINKELSTEIN
235/9I	MARTHA ANN BREEDLOVE
235/9J	HELEN X YE
235/9K	BEVERLY ROXAS

235 Adams Street -Sign In Sheet

Unit/Apt Shareholder or Residents Name

235/10A JACQUELINE CAMACK
235/10B BETH BLICKERS
235/10C JAMES BRADFORD&L.J.SCHLAGETE
235/10D WILLIAM GORDON
235/10E EUGENE SITERMAN
235/10F MELDON TOM & SERINA CHUNG
235/10G TIFFANY LUNING
235/10H DOUGLAS RICHARDS
235/10I KENNETH MITTLER
235/10J S. & S. KOBlick & KEITH KOBlick
235/10K JOHN K HASLERIG

235/11A JAMES MURPHY
235/11B JOHN VOLLARO
235/11C W. BOLDEN/M.L. ROBERTS
235/11D CHORINE, ALEXANDRE & JULIA
235/11E ALAN YU-HON CHOW
235/11F DEAN HAWTHORNE
235/11G SUSAN MILLER
235/11H EVAN NEUFELD & CELIA CARO
235/11I DAVID H YIN
235/11J S. & S. KOBlick & KEITH KOBlick
235/11K DAVID HO

235/12A MR/MRS J SCHECHTER
235/12B GULHERME M. LOPES
235/12C LICATA, PERRY
235/12D GENNARO & JOHN VOLLARO
235/12E MAE LEVINE/MICHAEL D HERMON
235/12F GERALD ANTHONY CABRERA
235/12G NATALIE L. LEE
235/12H SUSAN MCLEAN
235/12I POITRAS, JUSTIN & SARAH
235/12J DAMIEN MCCREATH
235/12K EUNICE KIM

235 Adams Street -Sign In Sheet

Unit/Apt	Shareholder or Residents Name
235/14A	SLAWOMIR PLATTA
235/14B	SHAUN RYAN KIMMEL
235/14C	ROTH JOSEPH H. & RUTH
235/14D	LUIS/ANN MIRANDA
235/14E	LUIS & ANN MIRANDA
235/14F	RICHARD JORDON/MARK SOLOMON
235/14G	MICHAEL DACKO
235/14H	PAUL RENDEIRO
235/14I	SHERRI EHRlich & P. ROSENTHAL
235/14J	CHUNXI JIANG (TRACEY)
235/14K	KURT ROTH
235/15A	JOHN NADEAU
235/15B	JOSHUA LEVITT
235/15C	FELICIA I. BIRNEL
235/15D	GERARD A LE GAULT
235/15E	DOMINIC WILLIAMS
235/15F	RUSSELL I. REZINCK
235/15G	BRIAN ROGERS
235/15H	ANTHONY G HOLLEY
235/15I	CAROLYN SANDS
235/15J	DAN GOTTESMAN
235/15K	VINESSA DICARLO
235/16A	MC COY F & MC COY-BROWN F
235/16B	VALENCIA PARHAM
235/16C	HILDA F. FEINSTEIN
235/16D	MARILYN F NOBLE
235/16E	NICOLE BENT & CRISTINA BENT
235/16F	DARREN M. PLUSH
235/16G	ELAINE M. SALCER
235/16H	RICHARD/ELAINE SALCER
235/16I	I. & C. KAPLAN & C. KAPLAN
235/16J	RONALD HAMILTON
235/16K	THANE & CAROLYN BOLT

270 Jay Street -Sign -In Sheet
ENERGY PROJECTS-SUBMETERING

Unit/Apt Shareholders or Residents Name

270/1B	MORTON SCHOENBERG
270/1C	JOHN H. PARKER JR.
270/1D	MANSA/THELMA MALLE
270/1E	B. A. DECECCO & J. G. ZAHKA
270/2A	BRIAN M. CONROY
270/2B	MARAT BROMBERG
270/2C	J. GINSBERG & S. J. GINSBERG
270/2D	ULRICH, B. & ALFANO, T.
270/2E	KIMBERLY D. SHEMER
270/2F	TERESA PAULUCCI
270/2G	J.D. FARIA & M.R. WELLS
270/2H	CONSTANCE TANNER
270/2I	JOSEPHINE VELLA
270/2J	CHARLES COLEMAN
270/2K	OLIVIA MA
270/3A	CARTER CHEN
270/3B	SCHWARTZ LOIS ELLEN
270/3C	MARSHA KUBLALL
270/3D	BRUCE SCHAFFER
270/3E	MIREYDA SALAS
270/3F	BARBARA A HASLERIG
270/3G	DIANA GURFEL
270/3H	JOSEPH BORIA
270/3I	MILTA TORRES
270/3J	REBECCA E. TERAN
270/3K	KATHLEEN P. CLEMENTS
270/4A	ROSEANNE RACCUGLIA
270/4B	MICHAEL JASON BLAINE
270/4C	L & J FRAZIER
270/4D	MARY FIGUERUA
270/4E	HEATHER KROLAK
270/4F	E KAUFMAN
270/4G	SALLY MAZZAMURRO
270/4H	THERESA ARNOLD/TYESE JENKINS
270/4I	MARIKO CASIANO
270/4J	LEONARD MARCUS
270/4K	JULIA M VAZQUEZ

270 Jay Street -Sign -In Sheet

Unit/Apt	Shareholders or Residents Name
270/5A	DANILO G DUNGCA
270/5B	JAMES H STINGLEY
270/5C	JESSE CHERTOFF
270/5D	HILARIE CHACKER
270/5E	PRAVINA RAGHAVAN
270/5F	SPINA, M. & BIRD, T.
270/5G	AMY MECKLER
270/5H	CHARLES J. ELSDEN
270/5I	ANASTASIA HOLMES
270/5J	ROBERT LIN
270/5K	JULIE SCHIPPER
270/6A	MRS RUTH ROSEN
270/6B	REGINA MONE & SAMANTHA HOOVER
270/6C	T.M.THEUSDEE/CARL T.XAVIER
270/6D	BARBARA GONZO &STEPHEN HARRIS
270/6E	GARY A SCHULER
270/6F	ASTOR CHAMBERS
270/6G	KATHERINE PONGRACZ
270/6H	HILDY KOLTENUK
270/6I	MS LILLIAN S GEHSHAN
270/6J	DAVID ENGELMAN
270/6K	VICTOR MARRANCA
270/7A	KIA LENG WONG (CAROLYN)
270/7B	MICHAEL NACHISON
270/7C	JOSEPH J THOMAS
270/7D	KIM LEE
270/7E	RUTH C KATZ & NEIL CHAN
270/7F	RUTH C KATZ & NEIL CHAN
270/7G	RUTH C KATZ & NEIL CHAN
270/7H	MYRNA CHAO
270/7I	ELIZABETH A. HELDRICH
270/7J	ELIZABETH WRENN & A. GENTILE
270/7K	SUSAN COHEN

270 Jay Street -Sign -In Sheet

Unit/Apt Shareholders or Residents Name

270/8A	MEI YEE LAM
270/8B	ERIK EDINGER
270/8C	ANN C. GORDON
270/8D	MR/MRS CHIN L CHANG
270/8E	MR/MRS CHIN L CHANG
270/8F	EILLEN M FERGUSON
270/8G	WARREN & LISA PROSS
270/8H	N. JENNINGS & J. HOWARD
270/8I	CHIRICO CARMELA G.
270/8J	SEAN R. DINYARI
270/8K	RICKY & RYAN HO
270/9A	HOLMES, CHARISE
270/9B	KIKUSO SAITO
270/9C	RICHARD MUNN & PUCHA MUNN
270/9D	C. A. STONE & C. GIANGRECO
270/9E	ALBERTUS SQUIRES
270/9F	GERALDINE E CARLTON
270/9G	R.J. SHORE & Y. KAGAN
270/9H	KENNETH M CALDWELL
270/9I	PATRICIA MARCUS
270/9J	MR. & MRS. MOON HAHN
270/9K	BETTINA FALLTERMEIER
270/10A	JONATHAN S. TICHLER
270/10B	IMAHYEROBO, PATRICIA
270/10C	CHUI-ANG YUEN
270/10D	GOLDMAN LIVING TRUST
270/10E	H. & R. KOWLOWKITZ
270/10F	ZINAIDA KOTLYAR
270/10G	D. RIEUMONT
270/10H	OSCAR & MIGDALIA LA PORTE
270/10I	SAUL & SONDRALAURANCE
270/10J	SAM LIPPIT
270/10K	MICHAEL & MIKA MURPHY

270 Jay Street -Sign -In Sheet

Unit/Apt Shareholders or Residents Name

270/11A ERIC TI- YU CHIANG
270/11B JAIME MORELLE
270/11C DANIEL KREBS & ELISSA KREBS
270/11D DANIEL KREBS & ELISSA KREBS
270/11E RAYMOND G.FERRARA
270/11F JACQUELINE & ANAND CHANDARI
270/11G MICHAEL E. & JOYCE L. PHILLIPS
270/11H MICHAEL E. & JOYCE L PHILLIPS
270/11I BERNSTEIN, J.& HUBBARD,N
270/11J BERNSTEIN, J.& HUBBARD,N
270/11K R. N. & S. MONTGOMERY

270/12A NATALIA KOVTOUN
270/12B JUANITA & RAY SIMPSON
270/12C ARTHUR TRACEY
270/12D ANNIE RECH
270/12E LINDSAY MITCHELL
270/12F JOHN MUSCARELLA
270/12G FRANK ROLDAN
270/12H HUSEYIN YUCE & LAURA GHEZZI
270/12I MR GERALD BROWN
270/12J D KENYATTA
270/12K RALPH M. & MELISSA A. COURY

270/14A ELIZABETH WEBER
270/14B INGRID JOHNSON
270/14C ANDREW D.SCHWARTZ
270/14D C. W. GOULD & J. M. BRITT
270/14E JIMMY LEE
270/14F ARTHUR OLDER
270/14G PRANITA A RAGHVAN
270/14H P. RAGHAVAN & P RAGHAVAN
270/14I A & R STEWART
270/14J JACK LIPPMAN
270/14K SARA DELAHANTY

270 Jay Street -Sign -In Sheet

Unit/Apt Shareholders or Residents Name

270/15A	WALTER S. BRAND
270/15B	JASON NG
270/15C	EZRA/CAROLYN SCHULTZ
270/15D	MICHAEL & MONA GOLDBERG
270/15E	YASMIN C. LEE & TONG WI LEE
270/15F	BARBARA J LEE
270/15G	ELIJAH HARRIS
270/15H	CRAIG MENDELSON
270/15I	LINWOOD JOHNSON
270/15J	RACHAEL MYERS
270/15K	DAVID WALSH
270/16A	NEIL FABRICANT
270/16B	ANGELO RUGGIERO
270/16C	INNA REZNIK
270/16D	H. NAVARRO & D. GIBAU
270/16E	MICHAEL SELDITCH
270/16F	WILLIAM B BLESSER
270/16G	DAVID A IANITZKY
270/16H	LIN-WON+BERNARD CHEO
270/16I	PETER MARCHITELLO
270/16J	K.L. WONG & Y.M. CHIA
270/16K	JEFFREY BOND

225 Adams Street - Sign -In Sheet

ENERGY PROJECTS-SUBMETERING

Unit/Apt Shareholder or Subtenants Resident

225/1B PATRICIA BECKER
225/1C LUDWIG A. SHEPPARD
225/1D JOSE & ABIGAIL RAMOS
225/1E LANCE & SYLVIA KRAMER
225/1G NORMAN/ELBA CRUZ
225/1H PHILIP CAGLIANONE JR.
225/1I THOMAS LAQUERCIA
225/1J MATTHEW P BORN JR
225/1K BENJAMIN LOESSER

225/2A D. BRANDT & S. PALLEY-BRANDT
225/2B MANUEL RUBIANO
225/2C JUDY SANDFORD
225/2D TREVOR/ANGELA SAMUEL
225/2E MUNYARADZI CHIWARA
225/2F DONALD THOMAS
225/2G NANCY PAN SUN
225/2H JAIMEE BERMAN
225/2I DUFFY, P.& MCCARTHY M.
225/2J HERBERT/NITA SHYER
225/2K DAVID BRANDT

225/3A CATHERINE DONOHUE
225/3B JAMES IRIZARRY
225/3C MORDY M DOW
225/3D JOSEPHINE QUINONES
225/3E WILLENS, MARGARET A.
225/3F SUNITA GIRDHARRIE
225/3G MAYA JOSEPH
225/3H P & V LA FRANCE
225/3I DOLORES J BACON
225/3J HOWARD B GOLDSTEIN
225/3K SIMON WEN

225 Adams Street - Sign -In Sheet

Unit/Apt Shareholder or Subtenants Resident

225/4A PETER/AMY TONSITS
225/4B STEVEN ALDEN
225/4C ELIZABETH FEIN
225/4D JOEL BERNSTEIN
225/4E BRIAN BERG
225/4F JACLYN & THERESA KESSEL
225/4G MICHAEL BLIM
225/4H DOROTHY SHERMAN
225/4I DIANA RIVERA
225/4J NOLAN, PATRICIA
225/4K STANLEY C. HUSBAND

225/5A LEONARD/GLORIA FAZIO
225/5B C. & E. STAMM WOOLSTON
225/5C C. & E. STAMM WOOLSTON
225/5D C. & E. STAMM WOOLSTON
225/5E FREDRIC NALVEN
225/5F MARY DEL MULDOON NOLAN
225/5G LINDA COLLINS
225/5H CHRISTINE & JOE BARTOS
225/5I STEPHEN WILLIAMSON
225/5J J. MENTESANA JR & R. FREIDMAN
225/5K STANLEY ZIMMERMAN

225/6A LISA LAW
225/6B AMADEI, ANNA & SOTO, DANIEL
225/6C BARBARA FORMAN
225/6D RICHIA L SMITH
225/6E RALPH J ELIA
225/6F JACKSON COLLINS
225/6G KENNETH ELTERMAN
225/6H DIANE EFFROS
225/6I ALFRED/MONICA ESASTIO
225/6J JACQUELINE CANTWELL
225/6K IRIS G. BERMAN

225 Adams Street - Sign -In Sheet

Unit/Apt Shareholder or Subtenants Resident

225/7A MARK N. TELZER
225/7B VINCENT COMANDO
225/7C ROY REID & REIKO REID
225/7D PAMELA ROSARIO
225/7E STEPHEN R. HOLLOWAY
225/7F RANJANI SELVADURAI
225/7G DEMETRA KAREMAN
225/7H STEPHEN/PATR PARKS
225/7I B. WINTERS & L. GLANZROCK
225/7J KRISTEN MURPHY
225/7K JOSEPH P FIGUEIRA

225/8A CHARLES D. MORRIS
225/8B ELYSE ESTRADA
225/8C BENNETT & HEATHER FISCHTHALL
225/8D PHYLLIS TARDI
225/8E PHYLLIS TARDI
225/8F ADAM & SANDI ROSE
225/8G S. BERNSTEIN & S. HAIM
225/8H FARIZ TELLO
225/8I I. LISA MORRONE
225/8J CHRISTINE LACKOWSKI
225/8K R. ZAKHARY & S. ZAKHARY

225/9A MR. & MRS. L. MODULA
225/9B DOMINIC CHIARELLO
225/9C CAROL KELLY
225/9D DONAHUE, JOHN
225/9E DONAHUE, JOHN
225/9F JANET L. HUNTER
225/9G ANN HOWARD GOLDEN
225/9H ANN HOWARD GOLDEN
225/9I ROBERT & DOROTHY COOK
225/9J RONALD SMITH
225/9K AMELIO BATISTA GARCIA & CHARLES

225 Adams Street - Sign -In Sheet

Unit/Apt Shareholder or Subtenants Resident

225/10A WENDY EILERS

225/10B BEENA KURIAN

225/10C HUGH J. TRACEY

225/10D BOON & MIKKI LAM

225/10E IRIS M DEGUTZ

225/10F ROBERT ALBIN

225/10G HERBERT ANTOINE

225/10H JOHN F OWENS

225/10I THOMAS AGNEW

225/10J MAUREEN MERKLE

225/10K CATHERINE CHRISTIAN

225/11A O'KEEFE, CARREN

225/11B T.WEIL BEHAR&E.ARAKANCHI NISSAN

225/11C CAMPBELL, RUSSELL & OLIVIA

225/11D WILFRED/PHYLIS AVERY

225/11E ERIC BEERS

225/11F SAOIRSE MC GUIRE

225/11G EMILY COHN & BEN EISEN

225/11H JOYCE SIGLAG

225/11I HOWARD R MEYER

225/11J KUGLSTATTER, PETER

225/11K NATALIE PAGE

225/12A JAMES M HAYES

225/12B LUKYANOV, YEVGENITY

225/12C JOSE ORTIZ, JR & BENA NEWMARK

225/12D ROBERT EHRENFELD

225/12E DAVID ROTHUSER

225/12F ERIN ROGERS

225/12G SEAN M MC CORMACK

225/12H FLAVIA M.RODRIGUEZ

225/12I HANS-BERND ZIMMERMANN

225/12J GEOFFREY THOMAS

225/12K THOMAS G. ARSENAULT

225 Adams Street - Sign -In Sheet

Unit/Apt Shareholder or Subtenants Resident

225/14A ANTONY & RANJANI SELVADURAI

225/14B ADAM HENGELS

225/14C GALINA MOROZOVA

225/14D JAMES & TYNELLE MORRIS

225/14E MIKE WOOLIANG CHOU

225/14F SANJAY & CHERUBALA

225/14G JOSEPH OKOWITZ

225/14H BRIAN JETTER

225/14I DAVID&CLAUDIA NANKERVIS

225/14J JONES, MANDELA

225/14K LOCKEY, JAMES

225/15A SUE-YIN LOBEL

225/15B RORY KELLY

225/15C JAMES F. BENNETT

225/15D M. & G. CLAMAN

225/15E JUANITA BUT

225/15F MARY ANN FASTOOK

225/15G LOUIS COLOMBO

225/15H CHARLES DAVIS

225/15I JENNIFER GUO

225/15J CONCORD VILLAGE OWNERS, INC.

225/15K MAXIM SAFIOULINE

225/16A PHILIP W CHAO

225/16B CAMILLE FERDINAND

225/16C VINCENT TANCREDI

225/16D FRANK & MARY MACCHIAROLA

225/16E FRANK & MARY MACCHIAROLA

225/16F DOREEN M. BONNAMI

225/16G LENWORD BLACKWOOD

225/16H DELORES/DENISE BROWN

225/16I FRANK J PRESTON

225/16J LEAH ZIBULSKY

225/16K STEVEN KROLAK