

Attachment A: Submetering Notice

Electric Submeter Lease Rider

1. Tenant acknowledges that the State of New York Department of Public Services has approved owner's petition to submeter electricity to residential tenants located at (site location).
2. The tenant acknowledges that the rates and charges paid by the tenant will be equal to the Consolidated Edison Company rates for directly metered residential electric service, and that in no event will the total charges exceed the rates for directly metered residential electric service.
3. Tenant acknowledges that each submeter will be read and the tenant will be billed monthly for electric service. Each tenant's bill will show the service dates tenant is being billed for, the present and previous meter readings, the kwh's consumed, the cost per kwh, and the cost for the energy consumed. The monthly cost for the electrical charges is considered rent or additional rent under the Lease. Tenant's failure to pay the electrical charges entitles the landlord to ultimately seek a judicial remedy for nonpayment of rent. **HOWEVER BEFORE THE LANDLORD CAN PROCEED IN COURT AGAINST YOU FOR NONPAYMENT OF THE ELECTRICAL CHARGES THE LANDLORD MUST PROVIDE YOU WITH ALL NOTICES AND PROTECTIONS AVAILABLE TO A TENANT PURSUANT TO LAW AND IN PARTICULAR THE HOME ENERGY FAIR PRACTICES ACT ("HEFPA").**
4. Among other protections, HEFPA provides that:
 - (i) Tenant may request balanced billing. Balanced billing divides tenant's electric costs into twelve (12) equal monthly payments. Periodically, then tenant's account will be reviewed and balance billing adjusted as necessary. At the end of one year, tenant shall be responsible to pay for any electricity costs in excess of the balanced billing amount paid.
 - (ii) If tenant has difficulty paying the electric bill, tenant may contact the management office by telephone or by letter to arrange for a deferred payment agreement, whereby tenant will be able to pay the balance owed over a period of time. If tenant can show financial need, the managing agent can work with tenant to determine the length of agreement and the amount of each monthly payment. Tenant may not have to make a down payment, and installment payments may be as little as \$10.00 per month. The managing agent will make reasonable efforts to help the tenant find a way to pay their bill.
 - (iii) If a health or safety hardship is demonstrated, management can refer tenant to a local social service agency. Tenant should notify management if the following conditions exist:
 - (a) Medical Emergencies: Tenant must provide a medical certificate from their doctor or local board of health; or
 - (b) Life Support Equipment: Tenant must notify management if they have life support equipment and a medical certificate.
 - (iv) Special protections may be available if tenant and/or other persons living with tenant are age eighteen (18) or younger or sixty-two (62) and older, or blind, or disabled.
 - (v) If tenant is age sixty-two (62) or older, tenant may be eligible for quarterly billing if their average billing for electricity is \$150 or less.
 - (vi) Tenant may designate a third party as an additional contact to receive notices of past due Balances.

Attachment A: Submetering Notice

Electric Submeter Lease Rider

(vii) If tenant has any complaints regarding electrical service that are not satisfied after speaking with the management company, tenant may present to the managing agent a written or verbal complaint that includes the action or relief requested. It can be in letter form and sent to (site location). The managing agent shall investigate and respond to the complainant within thirty (30) days of receipt of complaint. If the complaint is regarding a submeter malfunction, management will arrange for the testing of the submeter within ten (10) days. To investigate the complaint, the managing agent may utilize an outside vendor to assist in the investigation of the complaint. Tenant shall then be advised of the disposition of the complaint and the reason therefore. If tenant is dissatisfied with the managing agent's response; tenant may request a review of this determination by filing a written or verbal protest with management within fourteen (14) days from the date of the response by the managing agent. No particular form is required.

The tenant can also contact the Public Service Commission at New York State Department of Public Service, 3 Empire State Plaza, Albany, NY 12223 or call their toll free HELPLINE at 1(800) 342-3377 and file a complaint seeking to have the issue resolved by the Public Service Commission, or if the tenant is dissatisfied with the decision of the management company regarding a complaint about electrical charges, or to learn more about the protections provided by HEFPA. The website for the Public Service Commission is www.dps.state.ny.us.

5. IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF TENANT'S COVENANTS AND OBLIGATIONS UNDER THE LEASE IF AFTER A TENANT COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE TENANT'S RIGHTS AFFORDED BY HEFPA, THE TENANT REFUSES TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY LANDLORD SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO COMMENCING A SUMMARY PROCEEDING IN THE NEW YORK CITY HOUSING COURT FOR NONPAYMENT OF RENT, WHICH CAN RESULT IN THE TENANT BEING EVICTED FROM THE APARTMENT.

6. The Owner, 200 W. 54 Corp., by the undersigned hereby certifies that the submetering complaint procedures, HEFPA rights and responsibilities of residents, and a provision stating that the submetering refunds will be credited to submetered residents affected by the submeterer's actions that led to such refunds provided that the submeterer has such contact information for such resident shall be included in plain language in all leases or agreements governing the submetered premises.

A section in the lease will notify each tenant that their apartment unit is submetered for electricity. The lease provision will in plain language clearly enumerate the grievance procedures for the tenants and will specify the rate calculation, rate caps, complaint procedures, and tenant protections and enforcement mechanisms and such provisions will be in compliance with the Home Energy Fair Practices Act.

Tenant

Landlord

Date

Date

200 W. 54 Corp.

200 West 54th Street, New York, NY 10019

April 2, 2016

Shareholders and Tenants of 200 W 54 Corp.

PLEASE TAKE NOTICE that the building is in the process of submitting a Notice of Intent to Submeter with the New York Public Service Commission (PSC) pursuant to New York Codes, Rules and Regulations (NYCRR) §96.3. The purpose of this notification is to explain the basis and methodology for rent and monthly reductions following the implementation of submetering.

There will be no rent reductions for the Condominium units that are occupied by the shareholders. Shareholder maintenance charges will be reduced to reflect that shareholders are paying as a separate charge for their own electrical usage under electrical submetering. These adjustments in maintenance charges will be determined by the Board based on historical cost data, allocations utilized by this cooperative and actual apartment usage data as determined by the individual apartment submeters.

For the units that are rental apartments, the following is the schedule of Rent Reductions from HCR (New York City) will be used as the basis for the rent reduction:

New York City		
Number of Rooms	Direct metering	Submetering
1	\$55.00	\$42.58
2	\$60.00	\$46.99
3	\$70.00	\$56.25
4	\$74.00	\$59.78
5	\$80.00	\$65.29
6 or more add	\$6.25 per room	\$5.68 per room

Following the approval of the PSC, additional information will be provided to all residents regarding the conversion to submetering and its implications on rent and monthly maintenance reductions.

Should you have any questions, do not hesitate to contact me.

Sincerely,

Justine Delagana-Tagliani
Account Executive
Orsid Realty Corp
1740 Broadway -2nd Floor
New York, NY 10019
Phone: [212.484.3753](tel:212.484.3753)
lmillhiser@orsidr.com

ATTACHMENT 4

HEFPA IMPLEMENTATION PLAN

200 W. 54 Corp.

200 West 54th Street, New York, NY 10019

1. Deferred Payment Agreement Package
 - a. Deferred Payment Agreement
 - b. Asset Evaluation Form
 - c. Special Protections Registration Form
 - d. Past Due Reminder Notice
2. Budget Billing Plan
 - a. Budget Billing Agreement
 - b. Quarterly Billing Agreement
3. Late Payment Procedures
4. Complaint Resolution Plan
5. Notification of Rights
6. Termination of Electric Service Plan
 - a. Termination Plan
 - b. Past Due Reminder Notice
 - c. Failure to Make Payment Notice
 - d. Notification to Social Services of Customers Inability to Pay
 - e. Final Termination Notice
7. Disclosure Statement

1-A: RESIDENTIAL DEFERRED PAYMENT AGEEMENT

Customer Name: _____

Address: _____

Account# _____

The total Amount owed to 200 W. 54 Corp. for this account as of MM/DD/YYYY is **\$XX.XX**.

200 W. 54 Corp. is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY you will be entering into a payment agreement and by doing so will avoid termination of service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, **200 W. 54 Corp.** may terminate service. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by MM/DD/YYYY, 200 W. 54 Corp. may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call 200 W. 54 Corp. at 212-247-2603.**

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

☐

Acceptance of Agreement:

Customer Signature: _____

Date: _____

This agreement has been accepted by 200 W. 54 Corp. If you and 200 W. 54 Corp. cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your service may be terminated.

1-B: ASSET EVALUATION FORM - CONFIDENTIAL

Customer Name: _____

Address: _____

Account# _____

1. Employer Name, Address and Phone Number

2. What is your monthly income? _____

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

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

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

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

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

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

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

10. Identify all other monthly expenditures by amount:

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

1-C: SPECIAL PROTECTIONS REGISTRATION FORM - CONFIDENTIAL

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

200 W. 54 Corp.
C/O Orsid Realty Corp.
200 West 54th Street, New York, NY 10019

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

1-D: PAST DUE REMINDER NOTICE

CUSTOMER 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 termination of commodity service. You have failed to comply with the terms of the Residential Deferred Payment Agreement (DPA). 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 service.

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 (212) 247-2603 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 311.

The total amount owed to 200 W. 54 Corp. for this account as of MM/DD/YYYY is: \$XX.XX.

200 W. 54 Corp.

C/O Orsid Realty Corp.

200 West 54th Street, New York, NY 10019

2-A: BUDGET BILLING PLAN AGREEMENT

Customer Name: _____

Address: _____

Account# _____

Under this Plan, 200 W. 54 Corp. agrees 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 minimum number of days required in a meter reading cycle shall be at least 25 days to qualify for a budget bill for such a period. In case of shorter meter reading intervals, you will receive a bill reflecting actual charges for such shorter period. However, you will be required to make a payment only when at least 25 days have been accumulated for the budget bill amount.

The Plan shall be subject to regular review for conformity with actual billings. 200 W. 54 Corp. reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption.

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, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

In the last month of the Plan, 200 W. 54 Corp. shall true up your account based on a comparison of the aggregate 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 200 W. 54 Corp. a sum of money due to the true up, you will be billed for the amount due. If you have been over billed you will be issued a credit to be applied to the next plan year.

Yes! I would like Budget Billing

☐

Acceptance of Agreement:

Customer Signature: _____

Date: _____

Return one signed copy to 200 W. 54 Corp. by MM/DD/YYYY.

2-B: QUARTERLY BILLING PLAN AGREEMENT

Customer Name: _____

Address: _____

Account# _____

Under this plan, 200 W. 54 Corp. agrees to provide services in return for your agreement to make payments according to terms of this Plan.

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

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

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

Yes! I would like Quarterly Billing: ☐

Acceptance of Agreement:

Customer Signature: _____

Date: _____

Return one signed copy to 200 W. 54 Corp. by MM/DD/YYYY.

3: LATE PAYMENT PROCEDURES

200 W. 54 Corp. reserves the right to charge a late payment fee. The late payment fee shall be consistent with the 200 W. 54 Corp. policies regarding the unpaid balance of any bill for electric service including accumulated late payment interest for electric service provided to its Shareholders/Tenants. The invoice to each Shareholder/Tenant will provide the following:

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

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

If 30 days have passed since a bill payment was due and the Shareholder/Tenant has not paid the bill, 200 W. 54 Corp. may add a late payment charge of up to 1.5% per month on the unpaid balance to the next bill.

Late payment fees shall not apply to any charges subject of a pending complaint before 200 W. 54 Corp. or the Public Service Commission.

4: COMPLAINT RESOLUTION PROCEDURE

Regarding the resolution of complaints involving electric service, the Shareholder/ Tenant shall first present to the managing agent or representative, a complaint which may be in letter form or telephone call, including the action or relief requested. The managing agent or representative shall investigate and respond to the complaint in writing within 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.

5. NOTIFICATION OF RIGHTS

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 (212) 247-2603. If you have an electrical emergency, please call us at (212) 247-2603. If you would like to contact us by mail, please write to us at (200 W. 54 Corp., C/O Orsid Realty Corp. 200 West 54th Street, New York, NY 10019). 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 200 W. 54 Corp., C/O Orsid Realty Corp. 200 West 54th Street, New York, NY 10019

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.

The third party submetering meter reading/billing company reads 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 every effort is made 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 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.

Payments may be as little as \$10.00 per month. Every effort will be made 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 200 W. 54 Corp.'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.

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. 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 200 W. 54 Corp. The special protection form should be returned to 200 W. 54 Corp., C/O Orsid Realty Corp. 200 West 54th Street, New York, NY 10019.

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 200 W. 54 Corp.'s Management Office. 200 W. 54 Corp. 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.

200 W. 54 Corp.
C/O Orsid Realty Corp.
200 West 54th Street, New York, NY 10019

6-A: Termination Plan

200 W. 54 Corp. may terminate service for a Shareholder/Tenant provided by HEFPA, if the Shareholder/Tenant:

- fails to pay charges for services rendered at any time during the preceding 12 months; provided, however, that termination of service for bills due for service rendered during periods in excess of the 12-month period is permitted in cases involving billing disputes during the 12-month period, estimated bills, the culpable conduct of the Shareholder or excusable utility delays; and provided further, that 200 W. 54 Corp. shall commence any such billing not more than four months after the resolution of the billing dispute, the adjustment to estimated bills, or the cessation of excusable utility delays or delays caused by the Shareholder's/Tenant's conduct; or
- fails to pay amounts due under a deferred payment agreement;
- fails to pay a lawfully required deposit; and
- is sent a final notice of termination not less than 15 days before the termination date shown on the notice.

Final notice of termination: A final notice of termination shall clearly state or include:

- the earliest date on which termination may occur;
- the reasons for termination, including the total amount required to be paid, and the manner in which termination may be avoided;
- the address and phone number of the office of 200 W. 54 Corp. that the Shareholder/Tenant may contact in reference to his account;
- the availability of 200 W. 54 Corp.'s procedures for handling complaints; and
- 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 200 W. 54 CORP. WHEN PAYING THIS BILL."

(a) Notice of termination – time:

(1) 200 W. 54 Corp. shall not terminate service under this Part until at least 15 days after a final notice of termination:

- (i) has been served personally upon the Shareholder; or
- (ii) has been mailed to the Shareholder at the premises where service is rendered.

(b) Termination of service – time: 200 W. 54 Corp., complying with the conditions set forth in this section may terminate service to a Shareholder/Tenant for nonpayment of bills only between the hours of 9 a.m. and 5 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 200 W. 54 Corp. is closed for business. 200 W. 54 Corp. shall not terminate service to any Shareholder/Tenant for nonpayment of bills during a two-week period encompassing Christmas and New Year's Day.

6-B: Past Due Reminder Notice

CUSTOMER 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 termination of commodity 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 service.

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 (212) 247-2603 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 311.

The total amount owed to 200 W. 54 Corp. for this account as of MM/DD/YYYY is: \$XX.XX.

200 W. 54 Corp.
C/O Orsid Realty Corp.
200 West 54th Street, New York, NY 10019

6-C: FAILURE TO MAKE PAYMENT NOTICE

_____Date

CUSTOMER NAME: _____

PREMISE ADDRESS: _____

ACCOUNT NUMBER: _____

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 (212) 247-2603. If you or anyone in your household meets any of the following conditions, please contact us: medical emergency, elderly, blind or disabled.

Sincerely,

200 W. 54 Corp.

C/O Orsid Realty Corp.

200 West 54th Street, New York, NY 10019

6-D: NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS INABILITY TO PAY

200 W. 54 Corp.
C/O Orsid Realty Corp.
200 West 54th Street, New York, NY 10019

CUSTOMER NAME: _____

PREMISE ADDRESS: _____

ACCOUNT NUMBER: _____

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.

6-E: FINAL TERMINATION NOTICE

_____Date

Customer Name: _____

Address: _____

Account# _____

Dear (customer name):

By letter dated MM/DD/YY, 200 W. 54 Corp. notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in 200 W. 54 Corp. terminating your service. Our records indicate that we have not received your payment. Please remit \$XX.XX or your service will be terminated after MM/DD/YY.

If you disagree with the amount owed, you may call or write the utility at (Address and phone number), 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 THE UTILITY WHEN PAYING THIS BILL.

PLEASE REMIT \$XX.XX BY MM/DD/YY TO AVOID TERMINATION OF YOUR 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 (212) 247-2603. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

200 W. 54 Corp.

C/O Orsid Realty Corp.

200 West 54th Street, New York, NY 10019

7. Disclosure Statement

200 W. 54 Corp. certifies that the method of rate calculation, rate cap, complaint procedures, tenant protections and the enforcement mechanism will be incorporated in plain language in all current and future documents for the shareholders of 200 W. 54 Corp.

All apartments shall be billed at the bulk rate paid by 200 W. 54 Corp. 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.