

**INDEPENDENCE PLAZA NORTH
TENANTS' ASSOCIATION, INC.**

WE the undersigned tenants at Independence Plaza North, having undertaken to file overcharge complaints at DHCR concerning the rents we have paid for our apartments, and having been informed that the Independence Plaza North Tenants' Association, Inc. and its members are already engaged in litigation concerning issues that are similar to those that will be raised in our overcharge complaints (i.e., *Independence Plaza North Tenant Association, Inc., et. al. v. Independence Plaza Associates, L.P.*, Sup., Ct., NY Co. Index No. 113831/04 and *Denza, et. al v. Independence Plaza Assoc. LLC et ano*, Sup., Ct., NY Co. Index No. 117673/05 (the "Litigation")) resolve and agree as follows.

1. It is our understanding that, since each of us has retained Collins, Dobkin & Miller LLP to represent us in filing overcharge complaints at DHCR and since our attorneys will be required to make legal arguments before DHCR on issues that are similar to the ones raised in the Litigation, we will be required, as a group, to adopt a legal strategy that coordinates between our overcharge complaints and the Litigation.

2. We therefore agree to adopt a group legal strategy, and to permit our attorneys and the Tenants' Association to coordinate the prosecution of our overcharge complaints with the prosecution of the Litigation. We agree to adopt a single litigation strategy, as a group, concerning any decision to be made in any portion of the DHCR proceedings, including any issue that arises from the situation of any individual complaining tenant.

3. We further agree that, if there will be any negotiation of the issues raised by our DHCR complaints, including the issues of future and/or past due rent, repairs, possession, relocation, the terms of any lease between any of us and the Landlord, amount of money to be paid in exchange for possession or relocation, the terms of any temporary or permanent relocation, and any other issue raised in the course of the aforementioned DHCR complaints, that such negotiations will be conducted by our attorneys on behalf of us as a group. We further agree that none of us shall individually communicate with the landlord or its representatives about our DHCR complaints, except in accordance with a resolution of the Tenants' Association, adopted in conformity with the following procedure.

4. We further agree that none of us will sign any agreement with the landlord to resolve any issue in our DHCR complaints, or agree to do so, or otherwise to settle all, some, or any part of such complaints, except in accordance with a resolution of the Tenants' Association.

5. Each Plaintiff understands that there may be a conflict of interests among members of the group. For example, a tenant who is vulnerable to an eviction proceeding, may be under pressure to act individually. Another may believe that any member could obtain a better result independently of the group than as a member of the group. Each complaining tenant agrees to waive any such potential conflict of interest and agrees to act only with the group and not as an individual in connection with the pursuit and resolution of these DHCR complaints. This agreement shall remain in effect until superseded by a writing signed by each of the same individuals whose signatures appear below.
