

**EXHIBIT Y**  
**1 & 2 UN PLAZA**  
**Green Energy Requirements**

**I. INTRODUCTION**

Landlord shall work cooperatively with the United Nations and Tenant to achieve the goal of reducing carbon emissions from the Building (also known as “1UNP”) and Two United Nations Plaza (“2UNP,” and together with 1UNP, collectively, the “1 and 2 UN Plaza Complex”) by 40% by 2030 and 80% by 2050 per Executive Order 166. For avoidance of doubt, none of the costs and expenses paid or incurred by Landlord to observe, perform or comply with any of Landlord’s obligations under this Exhibit Y, including capital expenditures, shall be included in Operating Expenses or otherwise reimbursable by Tenant.

**II. SUSTAINABILITY CONTACTS**

**Landlord:** Stephen Latargia  
Email: [Stephen.Latargia@cis.cushwake.com](mailto:Stephen.Latargia@cis.cushwake.com)  
Phone: 212.486.9447 Tel Ext.160

**To the Tenant:**  
  
BMS/General Operations  
Kanwar Sachdeva  
Email: [kanwarjit.sachdeva@undp.org](mailto:kanwarjit.sachdeva@undp.org)  
Phone: 212-906-5520

**To United Nations:**  
  
Claudio Santangelo  
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or to such individual(s) as the party(ies) to be notified may from time to time designate by at least 5 days’ notice to the notifying party, which notice shall be given pursuant to Section 8.01 of the Lease.

**III. BUILD SMART 2025 COMPLIANCE**

Landlord has, as part of a larger repositioning project of the 1 and 2 UN Plaza Complex, undertaken certain Energy Conservation Measures (“ECM’s”) as part of a compliance study performed by Landlord to comply with the requirements of Build Smart 2025 (as such term is defined in the body of this Lease). Landlord shall comply with the requirements of Build Smart 2025 and shall continue to comply with New York State Executive Orders 22 of 2022 (Embodied Carbon Guidance) and 166 of 2017 (Redoubling New York’s Fight Against the Economic And Environmental Threats Posed By Climate Change and Affirming the Goals of the Paris Climate Agreement), which, combined with Build Smart 2025, include numerous benchmarking, reporting, and energy efficiency goals.

Landlord represents and warrants to Tenant that Landlord has followed Build Smart 2025 protocols with respect to the 1 and 2 UN Plaza Complex since program inception. Beginning in 2020, Landlord began reporting and benchmarking, in compliance with Build Smart 2025, which is required every year until the program closes. Landlord has provided, and will continue to provide, utility benchmark reporting, to be completed on an annual basis in October of each year through the term of the Lease, as same may be extended or renewed. Landlord shall provide semi-annual reports with respect to the 1 and 2 UN Plaza Complex, to the Sustainability Contacts set forth in Section II above, which is

required to be provided in April and October of each year, documenting energy efficiency project pipeline goals and operations and maintenance plans.

Landlord shall promptly provide all tenants of the 1 and 2 UN Plaza Complex with copies of all reports submitted as part of Build Smart 2025 compliance requirements.

Additionally, Landlord represents and warrants to Tenant that Landlord has completed energy audits and master planning for the 1 and 2 UN Plaza Complex and has delivered copies of same to Tenant. The energy audits were required under Build Smart 2025 and include a study of retro commissioning opportunities. The outputs of these studies informed a capital plan in compliance with Build Smart 2025 guidelines.

Landlord projects the following improvement at each of 1UNP and 2UNP which is compliant with the goal to reduce greenhouse gas emissions 40% by 2030:

1 UN Plaza			2 UN Plaza		
	GHG tons	% Reduction		GHG tons	% Reduction
Existing Conditions	7,829		Existing Conditions	4,707	
<b>2030 Post Retrofit</b>	<b>4,117</b>	<b>47.4%</b>	<b>2030 Post Retrofit</b>	<b>2,817</b>	<b>40.2%<sup>1</sup></b>

Landlord shall provide, upon, and as a condition to, the Substantial Completion of Landlord’s Work, to the United Nations and Tenant a representation letter from the Engineer of Record of Landlord attesting to Landlord’s compliance with the requirements of Build Smart 2025.

Upon the Substantial Completion of Landlord’s Work and substantial completion of the Initial Tenant Work, the new Building Systems being furnished and installed by Landlord in connection with Landlord’s Work will be fully commissioned to ensure they are in conformance with the design specifications for such new systems.

Throughout the lifespan of the new Building Systems, Landlord’s operations and maintenance staff will assess operating procedures against the initial design specifications. As part of (a) Build Smart 2025, (b) operations and maintenance (O&M) requirements for energy and utilities, and (c) energy management in general, Landlord shall develop preventative maintenance procedures and schedules, as well as regular checks, to ensure equipment operations meet the design specifications therefor. The checks can be developed via capabilities within the building management system (“BMS”); which process is otherwise known as continuous commissioning. Landlord shall engage a 3rd party real time energy management consultant to assist in this effort.

Upon the Substantial Completion of Landlord’s Work, the BMS upgrade will also assist Landlord and operations staff in these processes and is in conformance with Build Smart 2025 requirements. In addition, submetering of electricity will provide a more granular level of detail for the annual benchmarking process.

<sup>1</sup> Substitution of Merv 16 filters in lieu of Merv 13 filters may reduce GHG savings by 0.5%.

By January 30, 2025, Landlord shall report all capital plan projects to the Build Smart 2025 program administrator as required by Build Smart 2025.

#### **IV. COMMISSIONING**

Landlord shall commission all new and existing Building Systems impacted by Build Smart 2025 upon, and shall be a condition to, the Substantial Completion of Landlord's Work and shall confirm to Tenant, in writing, that the installation and performance of energy consuming systems meet project requirements set forth in the Approved CD's.

Landlord shall cause all new and existing Building Systems impacted by Build Smart 2025 to be recommissioned every 5 years following the Substantial Completion of Landlord's Work. Commissioning and recommissioning shall comply with ASHRAE Guideline 0.2 (for initial commissioning and recommissioning of the new and existing Building Systems, should comply with ASHRAE Guideline 202).

The recommissioning of the new and existing Building Systems shall address at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, and domestic hot water systems and a recommission report will be provided.

Landlord and Tenant shall coordinate efforts for Tenant's recommissioning of Tenant installed equipment in the Premises. Opportunities for efficiency shall be coordinated between both parties.

#### **V. CONFIDENTIALITY**

All third party consultants engaged by Landlord shall be required to sign an agreement with Landlord to keep all environmental performance data confidential between the parties. Landlord, its consultants and Tenant will keep confidential the performance data shared under this clause. Any such information shall be considered Confidential Information and shall be subject to the provisions of Section 8.21 of the Lease.

#### **VI. REPORTING/DATA SHARING**

In addition to the requirements set forth in the 2<sup>nd</sup> paragraph of Section III above, Tenant and Landlord shall meet once per year to share operational requirements and preferences, concerns, and interests to improve efficiency in the Building. Performance data produced in compliance with Build Smart 2025 shall be shared no less than twice per year as noted in the 2<sup>nd</sup> paragraph of Section III above. Landlord shall provide to Tenant an annual report summarizing Landlord's efficiency efforts.

In addition to energy usage data, Landlord shall provide to Tenant twice yearly total (i.e., for the Building) electric, water, steam and other utility. consumption billing data in a format deemed reasonably acceptable by Landlord.

In addition to the requirements set forth in the 1<sup>st</sup> paragraph of this Section VI and the 2<sup>nd</sup> paragraph of Section III above, Landlord and Tenant shall meet annually and review energy, waste, and water use data, recommissioning outputs and recommendations and the effectiveness of efficiency programs and mutually establish an energy optimization plan, including energy management and

cost effective savings opportunities for the Building and the Premises. Annual reports shall be produced summarizing landlord efficiency efforts.

## **VII. FUTURE PURCHASING**

Landlord shall make the best efforts to comply with the following goals when procuring finishes, furniture and equipment for the Common Areas of the Building:

- Products containing pre-consumer and post-consumer materials.
- Products containing rapidly renewable material.
- Products containing Forest Stewardship Council-certified wood.
- Paints complying with Green Seal GS-11 or equivalent standards.
- Required spray paint shall use low VOC paints with compressed air applications.

## **VIII. FUTURE REFRIGERANT USE**

For the avoidance of doubt, Landlord shall, as part of Landlord's Work, replace chillers and other equipment to comply with the requirements of Build Smart 2025. Landlord's Work shall include retrofitting existing equipment to a lower GWP refrigerant (Existing: R22; Retrofitting: R143A). This is the lowest GWP refrigerant that the existing equipment can use as per the manufacturer's recommendation. New chillers are specified with R513A (A1) as this is listed as a low-GWP, non-ozone depleting refrigerant based on hydrofluoro-olefin (HFO).

In future work to be performed by Landlord in, to or at the Building, Landlord shall use lower GWF refrigerants. As these refrigerants are classified as flammable, lightly flammable and/or toxic, Landlord shall take into consideration the technical, additional infrastructure, safety, operating requirements and cost issues. Landlord, in consultation with its insurance underwriter(s) and regulatory officials shall, in its sole discretion, determine the appropriate use of these alternative refrigerants.

Landlord shall cause the reclamation of existing refrigerants and disposal equipment, which shall be performed on Landlord's behalf by a certified mechanical contractor. The mechanical contractor shall certify that the old equipment is appropriately disposed of in a certified facility (recyclable parts recycled, refrigerant recovered and appropriately treated, i.e., reclaimed for further use or destroyed in an accredited facility).

## **IX. MISCELLANEOUS DESIGN REQUIREMENTS**

For the avoidance of doubt, Landlord shall, as part of Landlord's Work, provide MERV 16 filters in all required equipment. Filters will be replaced a minimum of two (2) times per year. Landlord's Work is designed to provide an outdoor intake rate at least 10% above ASHRAE Standard 6.2.

The Main Lobby and the Signature Lobby design shall provide required daylight dimming controls according to code.

Dimming controls in the Premises shall be furnished and installed by Tenant.

## **X. BUILDING OPERATING REQUIREMENTS**

Landlord shall adopt the following procedures.

**A. CLEANING PRODUCTS.**

Upon request, but no more than once per year, Landlord shall provide to Tenant product SDS data sheets for all cleaning products to be used within the Premises.

Landlord shall provide to Tenant an annual certification that Building's operating staff and subcontracted cleaning staff have received green cleaning program training.

**B. RECYCLING PROGRAM**

Landlord shall administer and report a materials recycling and supply a multi-stream bin program for recycling paper, metals, and plastics in compliance with Executive Order 22 of 2022.

E-waste disposal can be arranged by Landlord at the expense of the Tenant. In the event that Tenant installs a cafeteria or serving pantry in the Premises, Landlord will work with Tenant to provide composting capabilities in the waste program at Tenant's cost.

**XI. MISCELLANEOUS**

**A. BICYCLE STORAGE ROOM**

Landlord shall be responsible for compliance with this Exhibit Y as it relates to the Bicycle Storage Room,

**B. ADDITIONAL CERTIFICATIONS**

At the request of Tenant, Landlord and Tenant shall work together to obtain additional third party green building certifications. Any Building modifications required to comply with these requirements shall be at Tenant's cost and expense.

**C. PROCUREMENT REQUIREMENTS.**

Landlord maintains a robust and continuous procurement program for all aspects of its operations and the 1 and 2 UN Plaza Complex. Landlord has target goals (18% MBE, 12% WBE and 6% SDVOBP) for all procurement goals which are continuously reported and monitored by the NY State Economic Development Corporation. Landlord has a close working relationship with the NY EDC encouraging and fostering inclusion of MBE, WBE and SVBOD companies in all bidding opportunities.