

43. Rights of Surviving Spouses and Registered, Same-Sex Domestic Partners.

a. It is understood and agreed that the spouse or registered same-sex domestic partner (“domestic partner”) of Tenant shall also be deemed an affiliate of Landlord as long as Tenant shall remain affiliated with Landlord. If Tenant’s Affiliation with Landlord shall expire or otherwise terminate or shall change, then the rights of the spouse or domestic partner of Tenant shall be no greater than the rights, if any, that Tenant may have had under such circumstances, except as set forth below.

b. If Tenant shall become deceased prior to retirement and prior to the expiration, termination or change in Tenant’s status as an Affiliated Tenant, this Lease shall automatically terminate without further notice as of the date of death of Tenant.

c. Notwithstanding the foregoing, if Tenant shall become deceased while still an Affiliated Tenant (i.e. there has been no expiration or termination or change in Tenant’s Affiliation), then, as long as his or her surviving spouse or domestic partner occupied the Apartment as a primary residence along with Tenant at the time of his or her death, the surviving spouse or domestic partner of Tenant shall thereupon have the right to enter into a new lease for the Apartment which shall extend the term of this Lease for a term of (i) up to four (4) years for surviving spouses or domestic partners with dependent children under eighteen (18) years of age who reside in the Apartment with the surviving spouse or domestic partner, and (ii) two (2) years only for all other surviving spouses or domestic partners (in each case, commencing with the date of death of Tenant) at the same rent reserved under this Lease plus any customary rent increase or increases calculated on the same basis as the rent of other Affiliated Tenants. It is understood and agreed that any such extension of this Lease shall be granted solely as a result of such spouse’s or domestic partner’s relationship to Tenant and that the surviving spouse or domestic partner shall have no greater rights than Tenant would have had under this Lease following the expiration or other termination of such Tenant’s Affiliation. Special considerations are made for surviving spouses or domestic partners aged fifty eight (58) or older who occupied the Apartment as a primary residence along with Tenant at the time of his or her death as such spouses or domestic partners will be eligible to move to a sole residence retirement studio under the same guidelines and eligibility requirements as a retired Affiliated Tenant as described in Section 44 below.

d. If Tenant shall become deceased after retirement and after Tenant’s transition to a retirement studio, the surviving spouse or domestic partner of Tenant shall be eligible for regular lease renewals for such retirement studio provided that he or she occupied the studio as a sole residence along with Tenant at the time of his or her death and all other eligibility guidelines for retirement housing continue to be met as described in Section 44 below.

e. In order to preserve the rights of the surviving spouse or domestic partner described herein, the surviving spouse or domestic partner shall, within thirty (30) days following the death of the Affiliated Tenant, deliver written confirmation to the Landlord’s Office of his or her intention to remain in or to vacate the Apartment and such surviving spouse or domestic partner will be required to execute an extension of this Lease as described above.

f. It is understood and agreed that the rights of a surviving spouse or domestic partner to any of the aforesaid lease extensions and to continued occupancy of the Apartment shall be subject to the Apartment remaining the primary residence (as previously defined) of such surviving spouse or domestic partner. If and as soon as the Apartment shall no longer be the primary residence of such surviving spouse or domestic partner, Landlord may exercise its rights to cancel this Lease or any extension thereof as set forth herein.

g. Tenant and Tenant’s spouse or domestic partner hereby acknowledge that the rights, if any, of Tenant’s surviving spouse or domestic partner shall be void and of no force and effect in the event that

prior to the death of Tenant, this Lease has been terminated by Landlord or Landlord has refused, for any reason, to renew this Lease.