

UTILITIES RIDER

ADDITIONAL CLAUSES attached to and forming a part of that certain lease dated December 6, 2018 between 260 Kent LLC ("Owner"), and Test Test as Tenant(s) ("Tenant"), for Apartment #917 ("Apartment") in the premises located at 1 South 1st Street, BROOKLYN, NY 11249 ("Building") (collectively, the "Lease").

In the event of any inconsistency between the provisions of this Rider and the provisions of the Lease to which this Rider is annexed, the provisions of this Rider shall govern and be binding. The provisions of this Rider shall be construed to be in addition to and not in limitation of the rights of the Owner and the obligations of the Tenant.

- 1. Utilities Provided.** Only the utilities specifically set forth in this rider or any other rider shall be provided by Owner to the Apartment. Should Tenant desire any additional utilities, Tenant acknowledges that it is solely Tenant's responsibility to arrange for any such utility directly with the appropriate utility company.
- 2. Electrical Consumption.** It is agreed and understood electricity shall be provided by Owner on a sub-metered basis and Tenant shall pay to Owner the amounts indicated on a monthly statement for the use of the electric service on or before the first day of each month following the receipt of each invoice. Tenant will be billed from the readings taken from the sub-meter for the service used exclusively within the Apartment.

Invoices will be rendered monthly and calculated based upon the then current rates and charges approved by the Public Service Commission ("PSC") for the local utility company ("Utility Company") servicing the area in which the Building is located.

Rates and charges paid by Tenant will be based on the actual rate charged by the Con Edison Company of New York ("Con Ed") under their SC-1 Residential Rate. In no event will the total charges, including administrative fees, exceed the Con Ed direct metered residential rates inclusive of fees and taxes (SC-1 Rate). The components of this rate are posted on the Con Ed website which the sub-metering company shall obtain on a monthly basis. The monthly rates will be applied to the actual tenants' kwhr consumption to arrive at the tenant's monthly electrical charge.

- (a) These rates and charges may include all charges for energy, adjustments, taxes and any other fees or charges normally included in the Utility Company monthly billing.
- (b) The meters will be revenue grade meters manufactured by a reputable metering manufacturing company, as approved by the PSC.
- (c) A complaint procedure shall be in effect that is consistent with the HOME ENERGY FAIR PRACTICES ACT (HEFPA). Owner shall afford you all notices and protections available to you pursuant to the Home Energy Fair Practices Act (HEFPA) before any action(s) based on such nonpayment, including termination of service, is commenced.
- (d) Owner will retain a reputable sub-metering agent ("Sub-metering Agent") for the Building that will be responsible for reading the meters, preparation of the monthly invoices, assuring the accuracy of the meters and responding to tenant complaints and questions promptly.
- (e) Making sure your electric bills are accurate and correct is important to us and to you. In the unlikely event a complaint cannot be resolved by the Sub-metering Agent, the PSC may be contacted and a hearing set up with the PSC, who will arbitrate the complaint and determine the action to be taken to resolve the complaint. Their determination will be binding upon both Tenant and respondent. The nearest office of the PSC is at One Penn Plaza, New York, New York 10001 and their telephone number is (212)290-4324. 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 the resident.
- (f) HEFPA identifies the rights that each customer of electric service is entitled to. These rights have been identified in the Home Energy Fair Practices Plan located in the Building's management office. Additional information regarding HEFPA can be found at the NYS DPS website.

Tenant agrees to pay for the cost of all electricity consumed in the Apartment. Tenant acknowledges that Owner has made no promise or representation of any kind or nature with respect to the cost of electric charges and/or the amount of electric consumption utilized by any of the equipment in the Apartment. It is agreed amongst the parties that the providing of and billing for electricity is not part of the legal base rent. Tenant acknowledges that payment for the utilities set forth herein are separate and in addition to the legal regulated rent for the apartment. Further, providing of any utility set forth herein shall not be considered a base date or essential service.

3. Complaint Resolution

RIGHT AND COMPLAINT PROCEDURE

As a 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.

Owner's representatives are available to assist you at _____. If you have an electrical emergency, please call us at _____. Your satisfaction is important to us, therefore if after speaking with one of Owner's representatives you believe your questions have not been resolved, please ask to speak with a supervisor for electrical service. If you have any complaints that are not

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satisfied after speaking with a supervisor for electrical service, the customer shall first present to the Owner or its' representative, a written or verbal complaint which may be in letter form including the action or relief requested to **260 Kent LLC, 1 South 1st Street, Brooklyn, NY 11249**.

The Owner or its' 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 Owner shall arrange for testing the sub-meter within ten (10) days. To investigate your complaint, the Owner may utilize the sub-metering company and /or its sub-metering consultant to assist in an investigation of the complaint. Tenant shall be advised of the disposition of the complaint and the reason therefore. If Tenant is dissatisfied with the Owner or its' representative's response, Tenant 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 Owner or its' representative. No particular form is required. Tenant 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 bills Tenant receives show the amount of kilowatts you used. Tenant may request balanced billing. Balanced billing divides your electrical cost into equal monthly payments. If balanced billing is agreed to by Owner and Tenant, at the end of the year, Tenant will be responsible to pay for all electric costs for the Apartment in excess of the balanced billing amount paid. Owner reads your sub-meter because the sub-meter measures and records the actual amount of electric used in the Apartment, which enables us to send Tenant an accurate bill. Making sure Tenant's electric bills are accurate and correct is important to Owner and to Tenant. That is why Owner makes every effort to read your sub-meter regularly.

If you are having difficulty paying your bill, please contact Owner, by telephone at , or by letter at **260 Kent LLC, 1 South 1st Street, Brooklyn, NY 11249**, as you might be eligible for a payment agreement. The length of any agreement and the amount of each monthly payment will be determined upon Tenant's ability to demonstrate financial need. Tenant may not have to make a down payment and installment payments may be as little as \$10.00 per month. Owner will make every effort to help you find a way to pay your bill. Special protections may be available if Tenant and those living with Tenant 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 Owner or Owner's representatives and identify yourself. If a loss of service poses a serious health or safety problem, Tenant may be eligible for a temporary stay of termination of service for at least fifteen (15) days and/or a payment agreement. When Owner becomes aware of such hardship, Owner can refer you to the Department of Social Services. Tenant may be eligible for a temporary stay of termination of service if a medical hardship is demonstrated by proof of a medical certificate from a doctor or local Board of Health. Tenant may be eligible for a temporary stay of termination of service if there is life support equipment in the Apartment and Tenant provides a medical certificate setting forth the need for such equipment. If Tenant or a member of Tenant's immediate family who resides in the Apartment as their primary residence is hospitalized, Tenant may be eligible for a temporary stay of termination of service up to thirty (30) days. If Owner is working with Tenant to develop a payment agreement or if Tenant is trying to obtain financial assistance, Tenant may be eligible for a temporary stay of termination of service for a period up to fifteen (15) days.

Tenant may designate a third party as an additional contact to receive notices of past due balances. In the event Tenant's service has been shut off, Owner will reconnect it within twenty-four (24) hours after Tenant has either paid the full amount due or signed a payment agreement. Owner may also reconnect service if Tenant faces a serious health or safety threat or receives notice of payment from a Social Service Agency, provided adequate documentary proof of the same is provided to Owner. There is a charge to turn the electricity service back on. Tenant may be asked to pay a deposit if the amount is delinquent or has been disconnected for nonpayment during the last six months. Owner will hold the deposit for one year. If your payments are not delinquent during that time, Owner 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 **260 Kent LLC, c/o Two Trees Management Company, LLC 1 South 1st Street, Brooklyn, NY 11249**.

The Home Energy Fair Practices Act identifies the rights that each customer of electric service is entitled to. These rights have been identified in this Home Energy Fair Practices Act Plan. The entire Home Energy Fair Practices Act is available for review in the **260 Kent LLC** management office.

- 4. Cooking Gas.** Owner will provide gas, for kitchen and cooking purposes only, at no additional costs to Tenant.
- 5.** Tenant acknowledges that payments for the utilities set forth herein are separate and in addition to the legal regulated rent for the Apartment as set by the D.H.C.R. Further, the providing of any utility set forth herein shall not be considered a base-date or essential service by the D.H.C.R.
- 6.** It is specifically agreed between the parties that this Rider is subject to modification by Owner at any time upon ten (10) days notice to Tenant solely to ensure compliance with all applicable laws and PSC requirements. It is understood that any such unilateral change by Owner cannot increase the amount payable by Tenant pursuant to this Lease and Rider.
- 7.** The covenants, agreements, terms, provisions and conditions contained in this agreement shall be binding upon and inure

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- to the benefit of the parties hereto and their respective successors and assigns.
8. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.

260 Kent LLC

_____	_____	_____	_____
(Tenant)	Date	(Landlord)	Date

