

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED AUGUST 10, 2023 BETWEEN 105-02 FOREST HILLS LLC (LANDLORD) AND STEVEN C. CHEN (TENANT) REGARDING APARTMENT 511 IN THE PREMISES LOCATED AT 69-65 YELLOWSTONE BOULEVARD, FOREST HILLS, NY 11375. 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 LANDLORD AND THE OBLIGATIONS OF THE TENANT.

UTILITY AND SERVICES ADDENDUM

1. The following utilities are included in the rent: **NONE - see utilities addendum.** Tenant is responsible for electric. Tenant shall also be responsible, at Tenant's sole cost and expense, for securing, air conditioning, electricity, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Lease).
2. Responsibility for payment of utilities according to the Ratio Utility Billing System (RUBS), and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.
 - a) **Electric service:**
You are responsible to contact Con Edison to establish your electric account. Electric bills will be billed directly to you from Con Edison.
 - b) **Cable TV and Internet services to your dwelling will be paid by you either:**
You are responsible to contact the property assigned provider to establish your Cable and Internet services. Cable TV and Internet bills will be billed by the service provider directly to you.
 - c) **METERING/ALLOCATION METHOD KEY**
RUBS billing is a method that calculates a resident's utility bill based on an pre-calculated formula.
Metering of all gas and Sub-metering electric use
Square footage allocation for all water and sewer charges
Flat monthly fee for heating
3. In the event an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Tenant may be paying for part of the utility usage in or in other apartment units as well as administrative fees. Both Tenant and Landlord agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Tenant. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.
4. In the event a flat fee method for trash or other utility service is used, Tenant and Landlord agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.
5. RUBS fees billed by us directly or through our billing company, you must pay utility bills by the first of the month with your rent charges, or the payment will be late. If your balance due is late, you will be responsible for a late fee. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment.
6. Our billing vendor may charge us for account set-up fees, meter maintenance fees, monthly billing fees, and other fees and charges in connection with their billing services. If the billing vendor charges such fees, the billing vendor will include the fees on your bill, and you will reimburse us for those amounts along with your payment to us for the utility charges.
7. The utility charges for the last billing period that you occupy the Premises will not be based on the Community's most recent actual bill for the utility but will, instead, be estimated by calculating the average of at least three months' of charges for the utility (as allocated to the Premises), dividing that average by the number of days in the billing period, and then multiplying that per diem charge by the number of days you had possession of the Premises since the last billing period ended. Where required, we will use the actual submeter reading for your last month's charge. Your charge for utilities for the final month you occupy the Premises will, if available, be communicated to you and are payable by you prior to move-out. If the charges for the utilities are not available at the time you move out, they will be included on the Statement of Deposit Account that is created and sent to you after you move out.
8. The utility charges for the last billing period that you occupy the Premises will not be based on the Community's most recent actual bill for the utility but will, instead, be estimated by calculating the average of at least three months' of charges

for the utility (as allocated to the Premises), dividing that average by the number of days in the billing period, and then multiplying that per diem charge by the number of days you had possession of the Premises since the last billing period ended. Where required, we will use the actual submeter reading for your last month's charge. Your charge for utilities for the final month you occupy the Premises will, if available, be communicated to you and are payable by you prior to move-out. If the charges for the utilities are not available at the time you move out, they will be included on the Statement of Deposit Account that is created and sent to you after you move out.

9. We reserve the right, upon written notice to you, to change the billing method for any utility. We may be required to change the billing method or charge if, for example, the Premises contains submeters and the submeters are unable to be read, we elect to install submeters at the Community, we are required to modify the billing allocation method or formula as a result of legislative or legal requirements, or for other business reasons. By signing the Lease, you agree that we can do this.
10. We do not charge residents at the Community more than our actual or anticipated costs for the utilities that are allocated according to these methods, and, in some cases, if the actual bill for a utility in some months is significantly greater than the average bills for the utility, we may elect to calculate the residents' charges based on an amount that is less than the actual amount billed to the Community. If the Community's actual utility bill is for a billing period that is longer or shorter than our billing period (which is typically a calendar month), we may prorate the bill to reflect the number of days in our billing period.
11. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
12. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
13. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Landlord, they will be allocated first to non-rent charges and to rent last.
14. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Landlord of any change in such number of occupants.
15. You agree that you may, upon thirty (30) days prior written notice from Landlord to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
16. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

105-02 FOREST HILLS LLC



Steven C. Chen (Tenant)

8/11/2023
08:14 PM EDT

Date



Signed by Shari Forrest
Thu Aug 17 2023 01:06:42 PM EDT
Key: FBCD6466; IP Address: 98.113.155.26

(Landlord)

Date