

April 4, 2025

Dear Shyam Desai:

We would like to thank you for your interest in leasing an apartment at **SPG BOERUM LLC**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **9B**
Rent: **\$3,310.00**
Term: **1 year**
Lease Dates: **June 15, 2025 to June 14, 2026**

Note that no lease is binding until counter-signed by Owner. Approval is subject to our receipt of the following executed original documents together with the payments set forth below **within 24 hours**:

- | | |
|--|---|
| 1) Tenant Contact Worksheet | 2) Additional Clauses |
| 3) Amenities Agreement | 4) Bedbug Infestation History Disclosure |
| 5) Construction Rider | 6) Cover Letter |
| 7) Fair Chance Housing Notice | 8) Fire Safety Plan |
| 9) Indoor Allergen Hazard Notice | 10) Indoor Allergen Tenant Pamphlet |
| 11) Lead Paint Disclosure | 12) Lead Paint Inquiry |
| 13) Military Rider to Lease | 14) Move Out Guidelines |
| 15) NY Housing Discrimination Disclosure Form | 16) NYC Fire Department Notice |
| 17) New York State Disclosure Form for Landlord and Tenant | 18) New York State Good Cause Eviction Notice |
| 19) Occupancy Rider | 20) Reasonable Accommodations Modification Notice |
| 21) Renters Insurance Notification | 22) Rider To Lease |
| 23) Smoke/Carbon Monoxide Detector | 24) Sprinkler Disclosure Lease Rider |
| 25) UTILITY AND SERVICES ADDENDUM | 26) W-8 / W-9 |
| 27) Window Guards | 28) Proof of Renters Insurance |
- 29) Payment in the form of certified check, bank check, money order, direct electronic payment and bank wires for the following:
- **\$3,310.00** representing the first month's rent payable to **SPG Boerum LLC**
 - **\$1,500.00** representing the security deposit payable to **SPG Boerum LLC**

Sincerely,

SPG BOERUM LLC

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.		
	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Shyam Desai		
	2 Business name/disregarded entity name, if different from above		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C=corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	5 Address (number, street, and apt. or suite no.) See instructions. 159 Boerum Street #9B		Requester's name and address (optional)
6 City, state, and ZIP code Brooklyn, New York 11206			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.	Social security number 1 4 5 0 4 6 3 2 7 or Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

 **Signed by Shyam Desai**
Fri Apr 4 2025 03:33:05 PM EDT
Key: FAD6B2FE; IP Address: 104.30.134.189
Shyam Desai (Signature of U.S. Person) _____ Date _____



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518)
474-4429
www.dos.state.ny.us

New York State Disclosure Form for Landlord and Tenant

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of landlords and tenants of real property to advise the potential landlords and tenants with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Landlord's Agent

A landlord's agent is an agent who is engaged by a landlord to represent the landlord's interest. The landlord's agent does this by securing a tenant for the landlord's apartment or house at a rent and on terms acceptable to the landlord. A landlord's agent has, without limitation, the following fiduciary duties to the landlord: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A landlord's agent does not represent the interests of the tenant. The obligations of a landlord's agent are also subject to any specific provisions set forth in an agreement between the agent and the landlord. In dealings with the tenant, a landlord's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Tenant's Agent

A tenant's agent is an agent who is engaged by a tenant to represent the tenant's interest. The tenant's agent does this by negotiating the rental or lease of an apartment or house at a rent and on terms acceptable to the tenant. A tenant's agent has, without limitation, the following fiduciary duties to the tenant: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A tenant's agent does not represent the interest of the landlord. The obligations of a tenant's agent are also subject to any specific provisions set forth in an agreement between the agent and the tenant. In dealings with the landlord, a tenant's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not consistent with the agent's fiduciary duties to the tenant.

Broker's Agent

A broker's agent is an agent that cooperates or is engaged by a listing agent or a tenant's agent (but does not work for the same firm as the listing agent or tenant's agent) to assist the listing agent or tenant's agent in locating a property to rent or lease for the listing agent's landlord or the tenant agent's tenant. The broker's agent does not have a direct relationship with the tenant or landlord and the tenant or landlord can not provide instructions or direction directly to the broker's agent. The tenant and the landlord therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or tenant's agent do provide direction and instruction to the broker's agent and therefore the listing agent or tenant's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the tenant and the landlord if both the tenant and landlord give their in-

formed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the landlord and the tenant. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the tenant and landlord. An agent acting as a dual agent must explain carefully to both the landlord and tenant that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the landlord and tenant are giving up their right to undivided loyalty. A landlord and tenant should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the tenant and the landlord provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate

a sales agent to represent the tenant and another sales agent to represent the landlord. A sales agent works under the supervision of the real estate broker. With the informed consent in writing of the tenant and the landlord, the designated sales agent for the tenant will function as the tenant's agent representing the interests of and advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord's agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by **SPG Boerum LLC** (print name of licensee) of **SPG Boerum LLC** (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- | | |
|--|---|
| ☒ Landlord as a (check relationship below) | ☐ Tenant as a (check relationship below) |
| ☒ Landlord's agent | ☐ Tenant's agent |
| ☐ Broker's agent | ☐ Broker's agent |
| ☐ Dual agent | |
| ☐ Dual agent with designated sales agent | |

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- ☐ Advance informed consent dual agency
☐ Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the tenant; and _____ is appointed to represent the seller in this transaction. (I) (We) **Shyam Desai** acknowledge receipt of a copy of this disclosure form:

SPG BOERUM LLC



Signed by Shyam Desai

Fri Apr 4 2025 04:19:15 PM EDT

Key: FAD6B2FE; IP Address: 104.30.134.189

Shyam Desai (Tenant)

Date



Signed by Shari Forrest

Wed Apr 9 2025 01:55:53 PM EDT

Key: FBCE6466; IP Address: 98.113.155.26

(Landlord)

Date