

Form W-9 (Rev. October 2018) 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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Benjamin W. Fung

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.
☒ Individual/Sole proprietor or single-member LLC
 ☐ C Corporation
 ☐ S Corporation
 ☐ Partnership
 ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) ▶ _____
Note. Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
31 E. 31st Street #PHA

Requester's name and address (optional)

6 City, state, and ZIP code
New York, New York 10016

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 *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

623048542

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.

5/19/2022

10:44 AM EDT

Date

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

May 18, 2022

Dear Benjamin W. Fung and Ashley F. Jia:

We would like to thank you for your interest in leasing an apartment at **Midtown 31 East 31st Street**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **31 E. 31st Street #PHA, New York, NY 10016**
Rent: **\$4,500.00**
Term: **1 year and 16 days**
Lease Dates: **June 15, 2022 to June 30, 2023**
Source: **Streeteasy.com**

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 48 hours**:

- | | |
|---|--------------------------------------|
| 1) Additional Clauses | 2) Amenities Agreement |
| 3) Bedbug Infestation History Disclosure | 4) Fire Safety Plan |
| 5) Gas Leak Notice | 6) Indoor Allergen Hazard Notice |
| 7) Indoor Allergen Tenant Pamphlet | 8) Lead Paint Booklet |
| 9) Lead Paint Disclosure | 10) Lead Paint Inquiry |
| 11) NYC DOH Lead Paint Pamphlet | 12) No Smoking Policy |
| 13) Pet Rider to Lease | 14) Reasonable Accommodations Notice |
| 15) Rent Guidelines and Rent Increase Eligibility Rider | 16) Renter's Insurance |
| 17) Rider To Lease | 18) Smoke-carbon Rider |
| 19) Sprinkler Disclosure Lease Rider | 20) Stove Knob Covers |
| 21) Tenant Contact Worksheet | 22) W-8 / W-9 |
| 23) Welcome Letter | 24) Standard Form of Apartment Lease |
| 25) Window Guards - NY | |

- 26) Payment in the form of certified check, bank check or money order for the following: **\$4,500.00** representing the first month's rent payable to **BRE FSC MULTIFAMILY BORROWER LLC** and **\$1,000.00** representing the security deposit payable to **BRE FSC MULTIFAMILY BORROWER LLC**, **\$0.00** representing the pet security deposit payable to **BRE FSC MULTIFAMILY BORROWER LLC**, **\$0.00** representing the pet fee payable to **BRE FSC MULTIFAMILY BORROWER LLC**.

Kindly execute and return each of the enclosed documents together with the referenced payments to the attention of Leasing Agent at 40 N 6th Street Brooklyn, NY 11249.

Sincerely,

Midtown 31 East 31st Street

STANDARD FORM OF APARTMENT LEASE
(FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)
THE REAL ESTATE BOARD OF NEW YORK, INC.
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REBNY Apt non-stab 2019 Rev 7.19

PREAMBLE: This lease contains the agreements between Tenant and Owner concerning the rights and obligations of each party. Tenant and Owner have other rights and obligations which are set forth in government laws and regulations.

Tenant should read this Lease carefully. If Tenant has any questions, or if Tenant does not understand any words or statements herein, obtain clarification from an attorney. Once Tenant and Owner sign this Lease, Tenant and Owner will be presumed to have read it and understood it completely. Tenant and Owner admit that all agreements between Tenant and Owner have been written into this Lease. Tenant understands that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made as of **May 18, 2022**

between Owner(hereinafter referred to as "Owner" or "Lessor"), **BRE FSC MULTIFAMILY BORROWER LLC** whose address is **Array Rentals, 276 First Avenue Loop, and New York, NY 10009** and Tenant (hereinafter referred to "Tenant" or "Lessee"), **Benjamin W. Fung and Ashley F. Jia** whose address is **31 E. 31st Street #PHA, New York, NY 10016**.

Please note the following paragraphs that require a selection among alternative wording: 2, 3E, 34
Please note the following paragraphs that require deletions if inapplicable: 9D, 12C(ii), 12E, 25, 32C(i), 33, 34, 35, 36, 37, 38, 59, 60
Please note the following paragraphs that require the insertion of terms (and/or delete if inapplicable): 1, 2, 3A, 3B, 4, 9D, 12B, 12C, 25, 32C, 34A, 35, 38B, Exhibit A (Memorandum Confirming Term), Exhibit C (Owner's Work), Exhibit D (Apartment Furniture)

1. APARTMENT AND USE Owner agrees to lease to Tenant Apartment **PHA** (the "Apartment") in the building at **31 E. 31st Street, New York, NY 10016** (the "Building"), Borough of Manhattan, City and State of New York.

Tenant shall use the Apartment for living purposes only and for no other purpose (such restricted purposes includes, but are not limited to, any commercial activity or illegal or dangerous activity).

The Apartment may only be occupied by Tenant and the following Permitted Occupants (and occupants as permitted in accordance with Real Property Law §235-f):

Tenant acknowledges that no other person other than Tenant and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner. If Tenant violates any of the terms of this provision, the Owner shall have the right to restrain the same by injunctive relief and/or any other remedies provided for under this Lease and at law and/or equity.

2. LEASE COMMENCEMENT DATE; LENGTH OF LEASE The "Lease Effective Date" is the date a fully executed Lease is returned to Tenant or Tenant's representative by Owner or its representative. The "Lease Commencement Date" is **June 15, 2022**. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Lease will begin on the Lease Commencement Date and will end on **June 30, 2023** (the "Term"). Tenant acknowledges that notwithstanding anything to the contrary contained in this Lease: (i) the Term of this Lease may be reduced provided for herein and (ii) the Term shall consist of the period beginning with the Lease Commencement Date through and including, the date that is the last day of the month in which the **[CHOOSE ONE AND CROSS OUT THE OTHER ALTERNATIVES]** ~~one (1) year~~ ~~two (2) year~~ **[thirteen (13) month(s)]** anniversary of the Lease Commencement Date occurs.

3. RENT

A. "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is **\$4,500.00** per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

B. When Tenant signs this Lease, Tenant must pay by bank or cashier's check (or by electronic fund transfer, if instructed by Owner as described below) , the following:

(i) one (1) months' Rent (i.e., **\$4,500.00**);

(ii) the Security Deposit (in the amount stated in Article 4); and

(iii) any commission due by Tenant to the Brokers (as defined in Article 34 hereinafter) in connection with this Lease.