



250 Mill St, Suite 107, Rochester, NY 14614 585-770-7367

LEASE BY AND BETWEEN

A & S PORTFOLIO PROPERTIES LLC LANDLORD

And

CHARLIE'S SWEET CHAOS BEAUTY BAR, Inc.
TENANT

LOCATION: 471 N GOODMAN ST Rochester, NY
14609

THIS LEASE (hereinafter "Lease") is made and entered into this _ day of and between:

A & S PORTFOLIO PROPERTIES LLC

(hereinafter called the "Landlord"), and

CHARLIE'S SWEET CHAOS BEAUTY BAR (hereinafter called the "Tenant")

WITNESSETH:

1. DEMISED PREMISES

- a) For and in consideration of the rent and of the covenants, conditions, agreements and stipulations of the Tenant expressed, the Landlord leases to Tenant and Tenant leases from Landlord, the following demised premises ("Demised Premises"), situated in the Building, located at 471 N Goodman Ave in the City of Rochester, Monroe County, New York, to wit: Demised Premises known as "Store" of approximately 898 square feet of rentable space.
- b) The term "Demised Premises" wherever used in this Lease and the riders, modifications and amendments hereto shall also include such similar designations as the "Premises" or the "Leased Premises".
- c) Landlord grants to Tenant and Tenant's employees, invitees, agents and customers the right to use the common area ("Common Area") of the Building in common with the other tenants in the Building. Common Area is more specifically defined in Section 9.
- d) Landlord reserves the right to make alterations, improvements or changes to the Building and/or Common Areas. Provided however, Landlord shall not make any alterations, improvements or changes to the Building and/or Common Areas that unreasonably interferes with Tenant's access to the Premises; Tenant's business or in any way changes the Demised Premises or Tenant's rights or obligations pursuant to this Lease without the prior written consent of the Tenant, which consent shall not be unreasonably withheld or delayed.

2. TERM & OPTION

Tenants shall have the right to have and to hold the Demised Premises for the term ("Lease Term") of one (1) years (or until such term shall sooner cease and terminate, as hereinafter provided). The term shall commence on January 1, 2026 and expire on February 28, 2027. Subject to the Tenant not being in default, the Tenant shall have three (3) five-year option(s) to renew this lease on the same terms and

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conditions contained herein, except that the annual rent shall be determined by mutual agreement between Landlord and Tenant except that the rent shall not be less than the amount pursuant to Section 3 of this Lease. Tenant must exercise each renewal option by giving Landlord written notice at least three (3) months prior to the expiration of the existing term. Time shall be of the essence, Failure to give timely notice shall render the option(s) null and void.

Tenant will not be responsible for payment in January 2026 due to signing the lease behind schedule and will resume payments February 1 2026

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3. RENT

a) Tenant covenants to pay to Landlord or Landlord's designated agent at its office, or at a place and in a manner otherwise designated by Landlord, rent ("Rent") for the Demised Premises during the Lease Term totaling \$10,800 . The Rent shall be due and payable in consecutive equal monthly installments on the first (1st) day of each and every month, without demand and without offset or deduction as per the following:

\$900 monthly installments due on the first day of of each month/

b) If Tenant is required to pay additional rent ("Additional Rent") under this lease, then the Additional Rent shall be treated the same as Rent and is subject to the same terms and conditions of payment as in Section 3.a) above. The right to collect any Additional Rent shall not be affected or impaired by any failure or delay by the Landlord to calculate or invoice the amount of Additional Rent due. Landlords shall have the right to reconcile any Additional Rent due throughout the Lease Term which amount shall all be due and payable on or before the expiration date of the Lease Term.

c) If Rent is not paid within ten (10) days of the date that the Rent is due, then Tenant shall pay a late fee of 5% of the amount then due. Initials: CS

d) Rent shall be payable to:

TEK Management LLC.

4. USE

Tenant shall use and occupy the Leased Premises for normal and general uses including the sale, service, administration, or other services commonly associated with a take-out pizzeria restaurant use. Any additional use requires written consent by Landlord which shall not be unreasonably withheld, conditioned or delayed.

5. UTILITIES

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b) Tenant shall be responsible for natural gas and electric consumption for heat, hot water, power, air conditioning and lighting to the Demised Premises. The Demised Premises is separately metered for both natural gas and electric.

c) Tenant shall be responsible for all costs of installation, connection and usage associated with Tenant's own telephone, cable or internet service.

d) During all business hours, Tenant shall operate the heating, ventilating and air conditioning equipment serving the Demised Premises so that temperatures within the Demised Premises are maintained in accordance with normal standards of comfort and shall keep the interior of the Demised Premises adequately lighted for the convenience of customers. Tenant agrees to use reasonable prudence to maintain in accordance with normal standards heat, air conditioning and electric during all non-business hours.

6. REPAIRS & MAINTENANCE

The obligations of the Landlord and Tenant for repairs and maintenance of the Premises during the term of this Lease shall be as follows:

a) Landlord shall be responsible for the maintenance and repair of all structural parts of the Building including but not limited to the roof, exterior walls, structural frame, foundation and sidewalks should such become necessary. Landlord will maintain and promptly repair and or replace the items above if said items are not in working order.

b) Tenant shall repair any damage to the Premises caused by any act of the Tenant, its contractors, agents, customers and/or employees. Tenant shall replace any broken glass in the windows or doors. Tenant shall be responsible for the repair and maintenance of any fixtures, equipment, mechanical systems or other improvements installed by Tenant for Tenant's use all of which shall remain property of the Tenant.

c) In addition to any other remedies provided for in this Lease if Tenant fails, refuses or neglects to maintain or repair the Demised Premises in any material way as required by this Lease within fifteen (15) days after receipt of written notice, or as promptly as possible in emergency situations where delay will result in destruction of property, the Landlord may perform such reasonable repairs or maintenance. Upon completion thereof, the reasonable cost for performing such repair or maintenance shall be deemed Additional Rent payable by Tenant. The undisputed amount shall become due and payable within thirty (30) days of date of Tenant's receipt of notice.

d) Tenant takes the Demised Premises in "as is" condition.

e) Premises. Tenant shall be responsible for janitorial services for the interior of the Demised

f) The Tenant agrees that it will handle and dispose of all rubbish, garbage and waste from the Tenant's operations in the Demised Premises in accordance with reasonable regulations established by the Landlord therefore from time to time and then in effect. Tenant shall provide extermination, vermin and pest control to the Premises on an "as needed, when needed" basis. The landlord will be responsible for providing garbage containers or a dumpster for Tenant's use. Tenant is solely responsible for any disposal of grease including keeping any outdoor grease container(s) in clean condition as well as the area around the grease container(s). Tenant is responsible for any cost relating to any grease that escapes from Tenant's grease trap into the sewer system of the Building and will promptly reimburse Landlord as Additional Rent any cost incurred by Landlord relating to grease in the sewer system.

7. REAL ESTATE TAXES

a) Landlord shall be responsible for promptly paying the real estate taxes including but not limited to the town, county, village, special district and school taxes.

8. INSURANCE

a) During the Lease Term, Tenant shall maintain at Tenant's cost, general liability insurance on the Premises in the amount of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, naming Landlord as an additional name insured. Tenant shall annually provide Landlord with a certificate of insurance evidencing said coverage and stating that no such coverage may be canceled by the issuing insurance company without first giving Landlord no less than 30 days written notice of such cancellation.

b) Landlord shall maintain during the Lease Term fire, liability and extended coverage insurance on the Building at a minimum of two million dollars (\$2,000,000) in replacement coverage for the building and a minimum of one million dollars (\$1,000,000) in liability coverage per occurrence and two million dollars (\$2,000,000) in aggregate. Each policy of insurance maintained by Landlord shall be issued by a responsible and solvent insurance carrier licensed to do business in the State in which the Premises is located.

c) Tenant shall provide insurance coverage for its contents, furniture and fixtures as it deems appropriate.

d) All insurance maintained by Landlord and Tenant may have reasonable deductibles thereunder.

9. COMMON AREAS

Common areas ("Common Areas") furnished by Landlord shall include the areas, structures and/or services used in common by all tenants in the Building, including if existing but not limited to internal

lobby areas, walks, canopies, access driveways, delivery areas, landscaped areas, storm and sanitary sewer facilities, lighting, fencing, trash receptacles and dumpsters, signage, lavatories, elevator, decorations, hallways, stairways and employees to perform the Common Area's maintenance and common services, and the supervision and management of the Common Areas in the Building. Tenant's use of the Common Areas shall be subject to the reasonable rules and regulations as stated in Section 15 of this Lease and such other rules and regulations hereafter adopted by the Landlord and designated for the benefit of the tenants in the Building, all of which areas and facilities shall be subject to exclusive control and management by Landlord. Landlord shall have the right from time to time to establish, modify and enforce all reasonable rules and regulations in respect to such common areas and facilities and the use thereof, provided, however, that all present or future Rules and Regulations shall apply to and be enforced equally with respect to all Tenants of the Building.

10. SIGNS

Tenant shall not place, erect or install any signs on the building exterior or on the exterior of the Demises Premises, without written consent from Landlord, which consent shall not be unreasonably withheld or delayed. All signs currently in place belonging to Tenant or to be erected in the future by Tenant shall be maintained in a good and safe condition and appearance by the Tenant at its own expense and in accordance with all municipal zoning requirements, including permits. Tenant shall repair any damage to the Demised Premises, either inside or outside, resulting from the erection, maintenance or removal of said signs. In the event the municipality requires a certain style or color configuration or limits the total signage size for the premises, Tenant shall comply with the same.

11. TENANT NOT TO SUBLET OR ASSIGN

a) Tenant shall not have the right to sublet the Demised Premises, or any part thereof, or to assign this Lease, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

b) If this Lease be sublet in any manner whatsoever, such sublet shall be upon and subject to all of the covenants, provisions and conditions contained in this Lease and, notwithstanding any consent by the Landlord to any such subletting by the Tenant, the Tenant and any Guarantor(s) shall continue to be and remain liable thereunder, and agree that the Landlord may enforce its rights directly against the Tenant and any Guarantor(s) in any proceeding thereafter commenced by the Landlord against the sub-tenant and do further consent and agree to the jurisdiction of the court in which the Landlord elects to commence the proceeding against the assignee.

c) Any consent by the Landlord to any such assignment, transfer, subletting or other matter or thing contained in this Section shall not, in any way, be construed to relieve the Tenant from obtaining the prior consent of the Landlord to any other or further assignment, transfer, subletting, matter or thing.

12. QUIET ENJOYMENT



The Landlord covenants and agrees with the Tenant that upon the Tenant's paying the rent, and performing all the covenants and conditions aforesaid on the Tenant's part to be observed and performed, the Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises hereby demised, for the term aforesaid without hindrance or molestation by Landlord or by any one claiming for, by, through or under the Landlord, subject however, to the terms of this lease, and to any mortgage or other instrument to which this Lease is subordinate.

13. ACCESS TO PREMISES

a) Upon twenty-four (24) hours prior notice to Tenant except in the event of an emergency, the Landlord shall have the right to install and maintain in the column lines, floors and/or ceilings in the Demised Premises all sprinkler, water, drain, HVAC piping and ducting, telephone, cable, Internet and electrical wiring and all other appliances necessary for the operation of the balance of the Building of which the Demised Premises are a part and shall have access to the Demised Premises at all reasonable times and in case of emergency at any time for the purpose of examining the same or of making such repairs or changes thereto or to the pipes, wires, fixtures and appliances referred to above as Landlord may deem necessary. The Tenant agrees that it will not install any equipment which will exceed the floor load capacity and the capacity of the utility lines now leading into the Demised Premises or the Building and that if any equipment so installed shall require additional utility facilities to be brought into the Demised Premises then they shall be installed at Tenant's expense. Such additional utility facilities shall become the property of the Landlord pursuant to the provisions of this Lease.

b) Landlord shall have access during the last three (3) months of the term of this Lease for the purpose of exhibiting the Demised Premises with twenty-four (24) hours-notice to Tenant.

c) Landlord shall have access to the Demised Premises during the entire term of this Lease, at all reasonable business hours for the purpose of exhibiting the Demised Premises to Landlord's insurance underwriters, representatives of all applicable governmental authorities and any prospective purchaser(s), tenant(s) or mortgagee(s) with twenty-four (24) hours-notice to Tenant.

d) In the event of an emergency, if Tenant shall not be personally present to permit, or shall not be available to authorize, an entry into said Demised Premises when an entry therein shall be necessary because of danger posed to persons or property within or outside the Demised Premises, Landlord may enter the same by use of force without rendering Landlord responsible therefore and without in any manner affecting the obligations of this Lease.

14. SECURITY DEPOSIT

a) Tenant already has on deposit with Landlord the sum of \$\$900 as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease. It is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this Lease, including, but not limited to, the payment of rent and Additional Rent, Landlord may at its option use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and Additional Rent or any sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including but not limited to, any damages or deficiency in the re-letting of the Demised Premises, whether such damages or deficiency accrued before or after summary proceedings or other reentry by Landlord.

b) In the event that Tenant shall fully and faithfully comply with all of the terms, covenants and conditions of this Lease, the security shall be returned without interest to Tenant after the date fixed as the end of the Lease and within a reasonable time after delivery of entire possession of the Demised Premises to Landlord but no later than thirty (30) days after the date fixed as the end of the Lease.

c) In the event of a sale of the Building or leasing of the Building, of which the Demised Premises form a part, Landlord shall have the right to transfer the security to the vendee or lessee, and Landlord shall thereupon be re-leased by Tenant from all liability for the return of such security; and Tenant agrees to look to the new landlord solely for the return of the security to a new landlord.

d) Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

15. RULES & REGULATIONS

a) Tenant shall not intentionally injure, overload, deface or otherwise harm the Demised Premises or any part thereof of any equipment or installation therein; nor intentionally commit any nuisance; nor intentionally permit the emission of any objectionable noise or odor from the Demised Premises; nor burn any trash or refuse within the Building boundaries; nor sell, display or distribute any alcoholic liquors or beverages (unless the Section of this Lease entitled "Use" specifically permits same and Tenant complies, at its sole expense, with all applicable governmental license requirements); nor make any use of the Demised Premises or any part thereof or equipment therein which is contrary to any law or ordinance, or which will invalidate or materially increase the cost of any of Landlord's insurance of Landlord's present rating(s), notwithstanding the permitted uses under the Section of this Lease entitled "Use"; nor place or permit any radio, television, loud-speaker, sound amplifier or any phonograph or any other device outside the Demised Premises or any place where the same may be heard outside the Demised Premises, without first obtaining Landlord's consent in writing thereto; nor intentionally create a nuisance or to unreasonably disturb any other tenant; nor conduct or allow upon the Demised Premises any business which is contrary to law; nor step upon, erect, construct, alter or move anything

on the roof; nor cause or permit any hazardous substances to be used, stored, generated or disposed of on or in the Premises or Building; nor conduct any auction, fire, going out-of-business or bankruptcy sales without Landlord's prior written consent; nor sell or display merchandise on, or otherwise obstruct, the driveways, walks, parking areas and/or other Common Areas in the Building without Landlord's prior written consent; nor permit delivery vehicles to interfere with the use of any driveway, walk or other Common Areas; nor use any parking areas other than those designated by Landlord for such use; nor use the walks for any purpose other than pedestrian traffic; nor attach interior signs, placards or other advertising media or other objects which are not professionally prepared or which cover more than thirty-three percent (33%) of the show or display windows of Tenant's Demised Premises; nor use the Demised Premises for living quarters, sleeping apartments, lodging rooms or other residential purposes.

b) From time to time, Landlord at Landlord's reasonable discretion may set forth reasonable additions, deletions and/or changes to these rules & regulations by giving thirty (30) days prior written notice to Tenant. Provided however, any rule or regulation shall be per se unreasonable if the proposed rule or regulation increases any obligation of Tenant under this Lease or limits any right of Tenant under this Lease in any material respect.

16. DEFAULT

a) If the Tenant shall at any time be in material default continuing after fifteen (15) days written notice thereof in the payment of any Rent or any Additional Rent or if Tenant shall be in default in any of the other material covenants and conditions of this Lease to be kept, observed and performed by Tenant, continuing after thirty (30) days written notice thereof or if default is of a nature that cannot be cured within the thirty (30) day period, if Tenant does not commence and diligently pursue curing of the default within the thirty (30) days, or if Tenant shall abandon the Demised Premises during the term hereof or shall fail to continuously operate its business during the term hereof, or fail to take possession of the Demised Premises, or if this leasehold interest shall be levied on or taken or attempted to be taken by execution, attachment or other process of law due to Tenant's acts or omissions, or if any execution of attachment shall be issued against Tenant, or any of Tenant's property in the Demised Premises, whereby the Demised Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant, or if this Lease shall by operation of law devolve upon or pass to any person or persons other than the Tenant, then in any of those cases, the Landlord may, at its option, exercise any of the following remedies:

(i) on fifteen (15) days notice, terminate this Lease, and this Lease and the term thereof shall automatically cease and terminate at the expiration of such fifteen (15) day period as if the date were set forth in this Lease as the termination date;

(ii) enter into the Demised Premises, remove Tenant's property and effects as elsewhere in the Lease provided, take and hold possession thereof, without such entry and possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligations to pay Rent and all its other obligations hereunder for the full term;

(iii) require that upon any termination of this Lease, whether by lapse of time, the exercise of any option by Landlord to terminate the same, or in any other manner whatsoever, or upon any termination of Tenant's right to possession without termination of this Lease, the Tenant shall at once surrender possession of the Demised Premises to the Landlord and immediately vacate the same, and remove all effects there from, except such as may not be removed under other provisions of this Lease. If Tenant fails to do so, Landlord may forthwith re-enter the Demised Premises with process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other person(s) and property there from, without the use of violent force, without being deemed guilty of trespass, eviction or forcible entry, without thereby waiving Landlord's rights to rent or any other rights given Landlord under this Lease or at law or in equity;

(iv) if the Tenant shall not remove all effects from the Demised Premises as in this Lease provided, the Landlord may, at its option, remove any or all of the effects in any manner that Landlord shall choose and may store the same without liability or loss thereof, and Tenant will pay the Landlord, on demand, any and all expenses incurred in such removal and storage on said effects for any length of time during which the same shall be in possession of Landlord or in storage. Alternatively, Landlord may at its option, upon notice, sell any or all of the effects in such manner and for such price as the Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to the Landlord, including the expenses of removal and sale;

(v) in the event of a material breach by Tenant of any of the covenants or provisions of this Lease, have the right to enjoin any such breach;

(vi) in the event of termination of this Lease before the expiration date thereof originally fixed by reason of any provision of this Lease relating to earlier termination, by reason of the Landlord's exercising any option to termination, by reason of any default on the part of the Tenant, or if the Landlord shall enter or re-enter upon the Demised Premises, or if the Tenant shall be ejected, dispossessed or removed therefrom by summary proceedings, or if the Demised Premises becomes abandoned, the Landlord at any time may re-let the Demised Premises, or any part or parts thereof, for such rent and for such term and terms as Landlord may see reasonably fit, which term may at Landlord's option extend beyond the balance of the term of this lease (but in no event shall the Tenant be liable for beyond the original or renewal term (as applicable) of the Lease). Landlord shall not be required to accept any tenant offered by Tenant. In any such case, Landlord may make reasonable repairs, alterations and additions in or to the Demised Premises and redecorate the same as it sees fit. Tenant shall pay Landlord any deficiency between the rent hereby reserved and covenanted to be paid and the net amount of the rents collected on such re-letting, for the balance of the term of this Lease, as well as any reasonable expenses incurred by Landlord in such re-letting, including, but not limited to reasonable attorneys' fees, brokers' fees, the reasonable expense of repairing, and otherwise reasonably preparing the same for re-rental. All such costs, other than the rental, shall be paid by Tenant upon demand by Landlord. Any deficiency in rental

shall be paid in monthly installments, upon statement rendered by Landlord to Tenant. For the purpose of determining the deficiency in rent, the rent reserved shall be deemed to be the minimum annual rent herein provided. Any suit brought to collect the amount of the deficiency for any one or more months shall not preclude any subsequent suit or suits to collect the deficiency for any subsequent months. Landlord shall have an affirmative duty to use reasonable efforts to mitigate damages resulting from termination of this Lease by reason of Tenant's default thereunder, but in no event shall Landlord be liable for any failure to re-let the Demised Premises notwithstanding such reasonable efforts.

b) Any and all rights and remedies which Landlord or Tenant may have under this Lease and at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more or all of those rights and remedies may be exercised at the same time or at different times and from time to time.

c) The Tenant covenants and agrees to pay on demand the Landlord's expenses, including reasonable attorney fees, incurred in enforcing any obligation under the Lease or in curing any default under this Lease.

d) If any of the aforesaid provisions or any other provision of this Lease shall be unenforceable or declared invalid or void, the provision shall be deemed eliminated and of no force and effect and the balance of this Lease shall continue in full force and effect. If any notice is required by law to be given, such notice shall be given.

17. ALTERATIONS BY TENANT

a) The Tenant shall not make any material alterations or improvements whatsoever, without the Landlord's prior written consent which shall not be unreasonable withheld or delayed.

b) Any work consented to by the Landlord and performed by Tenant shall be completed in a good and workmanlike manner in compliance with all applicable building and fire codes and ordinances with the Tenant obtaining and paying for all applicable permits. Tenant agrees to use fully insured contractors for any work performed on the Premises and agrees to provide the proper evidence of insurance to the Landlord upon Landlord's request.

18. IMPROVEMENTS, FIXTURES & LIENS

a) All permanent, fixed constructions, additions, and improvements made and maintained in or on the Demised Premises, either by the Tenant or Landlord, as of the date of this Lease shall be the sole property of the Landlord from the time of construction or installation, and shall not be removed or

injured by the Tenant, nor shall the Tenant claim at any time compensation therefor. It is understood and agreed that any movable furniture or movable trade fixtures, including all equipment and furnishings, except carpeting or lighting fixtures, placed upon the Demised Premises by the Tenant are to remain the property of the Tenant and upon Landlord's request shall be removed by Tenant from the Demised Premises promptly at the expiration of the Lease Term and said items shall be the property of the Tenant. Tenant, at its own cost and expense, shall repair any damage caused by such removal. Any personal property of Tenant not removed at the termination of this Lease shall, at Landlord's option, be deemed abandoned by Tenant and become the property of Landlord. Notwithstanding the foregoing, if Tenant fails to remove Tenant's personal property pursuant to this Paragraph, Landlord may charge Tenant for the cost of removal of Tenant's personal property as hereinafter set forth in this Lease.

b) The Tenant shall not intentionally allow any mechanics' lien to be filed against the Demised Premises or the Building by reason of work, labor, services or materials hired by the Tenant. If such mechanics' lien shall at any time be filed, the Tenant shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise, but the Tenant shall have the right to contest any and all such liens. If the Tenant shall fail to cause such lien to be so discharged within thirty (30) days after being notified of the filing thereof, then, in addition to any other right or remedy of the Landlord, the Landlord can discharge the same by paying the amount claimed to be due or by bonding or other proceedings deemed appropriate by the Landlord on the first day of the following month. Nothing contained in this Lease shall be construed as a consent on the part of the Landlord to subject the Landlord's estate in the Demised Premises to any Lien or liability under the Mechanics' Lien Law or other law of New York State, and any action of the Tenant in violation of this covenant shall be a default under the Lease and Landlord shall be entitled to all remedies against Tenant provided for in the event of default. Landlord, and the amount so paid by the Landlord and/or all costs and expenses, including reasonable attorneys' fees, incurred by the **Landlord in procuring the discharge** of such lien, shall be deemed to be Additional Rent for the Demised Premises and shall be due and payable by the Tenant to the

19. MUTUAL INDEMNIFICATION

Landlord and Tenant covenant to indemnify and save harmless each other and Landlord's Agents and Tenant's, members, officers, managers, employees, contractors and agents as the case may be, and any person in privity of estate with Landlord from and against any and all claims and demands of all persons (including, but not limited to, those for death, personal injury or loss or damage to property) occurring in or arising, directly or indirectly, out of or in connection with the use and occupancy of the Premises (as to Tenant) and the Building (as to Landlord), any breach of this Lease, the business conducted in the Demised Premises or Building or (without limiting the foregoing) as a result of any such claim or proceeding brought thereon, to the extent due to the acts or omissions of the indemnifying party.

20. SURRENDER OF DEMISED PREMIISES

On the last day or sooner termination of the Lease term, Tenant shall quit and surrender the Demised Premises, broom clean, in good condition and repair (reasonable wear and tear excepted), together with all alterations, additions and improvements that may have been made in, to, or on the Demised Premises as requested by Landlord pursuant to this Lease, except movable furniture or unattached movable trade fixtures. At or before the end of the Lease term, Tenant shall remove all of its property from the Demised Premises (but nothing herein contained shall be deemed to eliminate the right of Landlord to have Tenant repair the Demised Premises and remove any alterations, fixtures, equipment, etc. which Tenant may be required to remove pursuant to the provisions of this Lease).

21. HOLDOVER TENANT

If Tenant should remain in possession of the Demised Premises after the expiration of the Lease Term, then in addition to the indemnification of Landlord by Tenant required in the preceding subparagraph of this Section, the Tenant holding over shall be deemed to be a tenant at will only, upon the same terms and conditions as specified in this Lease, provided that the rental for such period shall be on a pro-rata basis at an amount equal to one and one-half (1½) times the minimum annual rent then currently paid by Tenant, but Tenant shall nevertheless be considered a tenant at will only.

22. PREMISES UNTENANTABLE

a) If the Demised Premises or the Building in which they are located, or any portion of either, shall be damaged during the term by fire or any other casualty, insured under the standard fire and extended coverage insurance policies, but are not wholly untenantable, the Landlord shall repair and/or rebuild the same as promptly as possible to the extent of the insurance proceeds received, provided that the proceeds from insurance policies are made available to Landlord. The Landlord shall not be required to repair or rebuild any improvements, betterments, leasehold improvements, inventory, contents, trade fixture or equipment installed by Tenant nor Tenant's exterior signs. Such repairs and/or replacements are to be made by Tenant. In such event the Lease shall not terminate but shall remain in full force and effect and a proportionate reduction in the fixed minimum annual rent and Additional Rent and the installments of minimum monthly rent and Additional Rent shall be made for the time required to make such repairs, except if the Demised Premises can be used and occupied in a commercially reasonable manner without substantial inconvenience or if the repairs are delayed at the request of or by reason of any act on the part of the Tenant, which prevents or delays the repair of the Demised Premises by Landlord, there shall be no reduction in rental while the Demised Premises are being repaired, nor for any period of delay caused or requested by Tenant. Landlord's or Tenant's obligation to repair shall be subject to any delays from labor troubles, material shortages, insurance claim negotiation, or any other causes, beyond Landlord's or Tenant's reasonable control. However, Landlord agrees to reimburse Tenant



to the extent of insurance recovery, for any water damage done to the Demised Premises as a result of the roofs inability to withstand reasonable wear and tear.

b) If the Demised Premises are rendered wholly untenable by fire or other causes or if the Demised Premises or the building in which they are located should be damaged or destroyed by fire or other casualty to the extent of fifty percent (50%) or more of the value of either the Building or the Demised Premises, whether the Demised Premises be damaged or not, or so that fifty percent (50%) or more of the floor space contained in either the Demised Premises or the Building in which it is located shall be rendered untenable, then in any such event the Landlord may, at its option, terminate this Lease or elect to repair or rebuild the same. If, as a result of any damage either to the Demised Premises or to the Building of which they are a part, Tenant's use thereof will be significantly impacted for more than sixty (60) days, or the visibility of or access to the Demised Premises is substantially and permanently impaired, the Tenant may, at its option, terminate this Lease upon written notice delivered to Landlord within thirty (30) days following such casualty. In the event the Landlord determines to demolish or rebuild the Demised Premises or the building in the Building of which they are a part, then in any such event the Landlord may also terminate this Lease. In any of the foregoing instances, the Landlord shall notify the Tenant as to its election, within ninety (90) days after the casualty in question. If the Landlord elects to terminate this Lease, then the same shall terminate three (3) days after such notice is given and the Tenant shall immediately vacate the Demised Premises and surrender the same to the Landlord, paying rent to the time of said vacation and surrender, subject to an equitable abatement from the time of the damage. If the Landlord does not elect to terminate this lease, the Landlord shall repair and/or rebuild the Demised Premises as promptly as possible, subject to any delay from causes beyond its reasonable control, and the term shall continue without interruption and this Lease shall remain in full force and effect, subject to equitable abatement in the minimum annual rent and Additional Rent from the time of the damage or destruction until the Demises Premises are repaired or restored. During the period of such repair or rebuilding, Landlord agrees to use reasonable efforts to make alternate space available to Tenant upon such terms and conditions as Landlord and Tenant may agree. In the event Landlord fails to complete such repair and/or rebuilding within six (6) months following such casualty, Tenant shall have the right to terminate this lease upon the date specified in written notice delivered to Landlord within thirty (30) days following the expiration of the six (6) month period.

c) If any or all of the buildings or Common Areas comprising the Building are damaged by fire or other casualty or are taken by condemnation or appropriation to such an extent that the Building cannot, in the sole judgment of Landlord, be operated as an integrated Building, then the Landlord may cancel this Lease, even if the Demised Premises are not damaged or appropriated. Written notice of the cancellation shall be given to Tenant within ninety (90) days after such damage or after such appropriation becomes effective and Tenant shall immediately surrender possession paying rent to the time of surrender, subject to equitable abatement from the time of damage to the Demised Premises.

23. EMINENT DOMAIN

a) If the fee of the entire Demised Premises and the land underlying the same are condemned or appropriated by any apparent competent authority, then and in that event the term of this Lease shall cease and terminate on the date possession is to be given to the condemning authority unless an earlier



date is set by Landlord. If the fee or a substantial part but less than all of the Demised Premises or the Building and the land underlying the same are so condemned or appropriated, and if the remainder of the Demised Premises or the Building can be used and occupied in a commercially reasonable manner without any inconvenience to the Tenant or impairment of Tenant's use thereof, then this Lease shall continue in full force without change, with respect to the remaining portion of the Demised Premises, except that the minimum annual rent shall be equitably adjusted. If Tenant's use and occupancy of the Demised Premises or the Building will be impaired in any way due to the condemnation or appropriation of all or a part of the fee, Tenant shall have the right to terminate this Lease.

b) If this Lease shall so continue, the Landlord shall, at its own cost and expense, with reasonable promptness, repair and/or rebuild the remaining portion of the Demised Premises; provided, however, that the Landlord shall in no event be required to expend for such work an amount in excess of the amount of money received by the Landlord for the taking of the portion of the Demised Premises condemned. The amount of money received by Landlord shall mean that part of the award in condemnation which is free and clear to Landlord of any demand by mortgagee, mortgages, or other secured parties, for the value of the diminished fee. If, during the performance of any such work, the business of the Tenant is substantially interrupted, the minimum annual rent shall be equitably adjusted until such work is completed. In the event Landlord fails to complete such repair and/or rebuilding within six (6) months following such condemnation or appropriation, Tenant shall have the right to terminate this Lease upon a date specified in written notice delivered to Landlord within thirty (30) days following the expiration of the six (6) months period.

c) In the event of any condemnation or taking, whether whole or partial, the Tenant shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award, the Tenant expressly waives any right or claim to any part thereof: provided that, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant, in Tenant's own right, on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in the loss or removal of Tenant's merchandise, furniture, fixtures and such leasehold improvements and equipment to which title has not vested in Landlord pursuant to the terms of this Lease.

d) In the event of any termination of the Lease under this provision, the minimum annual rental shall be pro-rated to the date of vacation of the Demised Premises.

e) Tenant agrees promptly to execute any and all instruments as may be reasonably required to effectuate the provisions of this Section.

24. SUBORDINATION

This Lease is subject and subordinate to any mortgages, deeds of trust, deeds to secure debt, ground rents and to all renewals, modifications, consolidations, replacement, and extension of any of the foregoing or of substitutions therefore or for any other forms or methods of financing or refinancing which may now or hereafter affect the real property or leasehold estates of which the Building and the Demised Premises form a part whether now in use or not and any instruments executed for said purposes or hereafter executed. Tenant agrees upon demand to execute, acknowledge and deliver to the owners of the fee or leasehold estate, without expense to them, any instruments that may be necessary or proper to confirm this subordination of the Lease and of all of the rights herein contained to the lien or liens created by any such instruments. If the Tenant shall fail at any time to execute and deliver any such subordination instruments upon request, the mortgagors in any such new mortgage or mortgages or the obligors in any form of refinancing as provided above, in addition to any other remedies available to them in consequence of the default, may execute, acknowledge, and deliver such subordination instruments as the attorney in fact of the Tenant and in Tenant's name, place and stead. It is agreed that any secured lender(s) as aforesaid may, at its or their option, elect to make this Lease superior to its or their mortgage(s), deed(s) to secure debt or other instrument(s) referred to herein, by written notice thereof to the Tenant. No such subordination provided for herein shall be valid without the consent of all prior lien owners, if there are any.

25. ESTOPPEL CERTIFICATE

26. PUBLIC INTERFERENCE AND UNAVOIDABLE DELAYS

a) Tenant agrees to accept the Demised Premises in its present "as-is" condition, subject to the Landlord's obligation to make certain repairs as may be set forth in other Sections of this Lease. The Landlord shall promptly comply, at its sole cost and expense, with all present and future laws and ordinances and all orders, rules and regulations of all federal, state, county, municipal and other governmental authorities having any jurisdiction over the Demised Premises and the Building and with any direction or recommendation of any public officer or officers, pursuant to law, and of any insurance company carrying any insurance on the Demised Premises and the Board of Fire Underwriters and any other board or organization exercising similar functions, affecting the Demised Premises, and the cleanliness, safety, insurance underwriting, use and occupation thereof. The Tenant agrees to furnish an adequate number of fire extinguishers of type and size as required by any law, ordinance or recommended by any insurance carrier, underwriter or fire inspection bureau, and Tenant shall keep the extinguishers in good operating condition and marked with the applicable inspection tags or certificates at all times. If the Landlord shall be required by any lawful authority to alter, or improve any part of the Building, compliance with such lawful authority shall not in any way affect the obligation or covenants of the Tenant.



b) In the event that there shall occur, during the Lease Term, or prior to the commencement thereof, any (i) strike(s), lockout(s) or labor dispute(s); (ii) inability to obtain labor or constructions materials, or reasonable substitutes thereof; or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile government action, civil commotion, riot, fire or other casualty, or other conditions similar to those enumerated in this item (iii) beyond the reasonable control of the party obligated to perform, and if the Landlord or the Tenant shall, as the result of any of the above-described events, fail punctually to perform any obligation on its part to be performed under the Lease, then such failure shall be excused and not be a breach of this Lease by the party in question, but only to the extent occasioned by such event. If any right or option of either party to take any action under or with respect to this Lease is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time and such named date shall be deemed to be extended or delays, as the case may be, for a period equal to the period of the delay occasioned by any above-described event.

27. RECORDING

Tenant agrees that it will not record this Lease or otherwise make it a matter of public record unless required in any litigation involving Tenant. If the Tenant or Landlord requests, the parties will enter into a Memo of Lease, describing the Demised Premises and the term of this Lease and including any other items necessary to permit the recording of such short form Lease. Such recording, if requested by Tenant, shall be at its costs and expense.

28. NOTICES

All notices or requests under this Lease shall be given by U.S. Mail, postage prepaid, registered or certified mail with return receipt requested or by overnight delivery service (e.g. Federal Express, UPS or DAL) addressed if to Landlord where rent is then payable, and addressed if to Tenant at the Demised Premises or to such other address as the parties may, from time to time, designate in compliance with this Section. Each properly addressed notice or request sent in compliance with this Section shall be deemed given and served upon being deposited with the designated carrier, delivery fee prepaid. Electronic mail (e-mail) shall also be deemed an appropriate method of delivery so long as an electronic receipt or response by the recipient is received by the sender.

29. MARGINAL TITLES



The marginal titles are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Lease or in any way affect this Lease.

30. ENTIRE AGREEMENT

It is understood and agreed by the parties hereto that this Lease shall constitute the only agreement between them relative to the Demised Premises and that no oral statements or any prior written matter extrinsic to the instrument shall have any force or affect. This agreement shall not be modified except by writing, executed by both parties.

31. INTERPRETATION

a) If more than one person, partnership or corporation or any combination of one more of the same is set forth as Landlord or Tenant herein, then the obligations imposed under this lease upon the Landlord or Tenant shall be joint and several.

b) The Lease shall be governed exclusively by the provisions hereof and by the laws of the State of New York. The parties further agree that, for purposes of litigation arising between the parties hereto, the venue for any action shall be laid in Monroe County, State of New York.

32. PROVISIONS BINDING

The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of the respective parties, their legal representatives, successors and assigns. This Section shall not be construed to permit any assignment or subletting, unless otherwise permitted in this Lease, without Landlord's consent. The term "Landlord" as used in this Lease means only the owner for the time being of the Building.

33. BROKER

Landlord and Tenant agree that there was no broker involved in bringing about this Lease and that neither the Landlord nor Tenant dealt with any broker in negotiating this Lease. Landlord and Tenant agree to indemnify, defend and hold the other harmless for any liability for broker commissions related to this Lease.

34. DEFINITION AND LIABILITY OF LANDLORD

The term "Landlord" as used in this Lease means only the owner for the time being of the Premises so that in the event of sale of the building and land, Landlord shall be and hereby is entirely freed and



relieved of all obligations of Landlord hereunder and it shall be deemed without further agreement between the parties and such purchase(s), assignee(s) or lessee(s) that the purchaser has assumed and agreed to observe and perform all obligations of Landlord hereunder. It is specifically understood and agreed that there shall be no personal liability of the Landlord in respect to any of the covenants, conditions or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of Landlord in the Premises for the satisfaction of Tenant's remedies.

Tenant: C Jones

Date: 1-5-26

Manager: [Signature]

Date: 1-5-26



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by KRIS HELPER (print name of Real Estate Salesperson/
Broker) of TEK Property Management (print name of Real Estate company, firm or brokerage)

(I)(We) Chadahja Jones

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature C Jones Date: 01/05/26

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) CS Lessee has received copies of all information listed above.

(d) CS Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) CS Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor	<u>CS Jones</u>	Date	<u>1-5-26</u>	Lessor	Date
Lessee	<u>[Signature]</u>	Date	<u>1-5-26</u>	Lessee	Date
Agent	<u>[Signature]</u>	Date	<u>1-5-26</u>	Agent	Date



Division of Licensing Services

New York State
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New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website
https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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. Chadanya Jones	
	2 Business name/disregarded entity name, if different from above Charlie's Sweet Chaos beauty bar	
	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=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. 176 Lewis St.	Requester's name and address (optional) TEK Management, LLC 250 Mill St, Suite 107 Rochester, NY 14614
	6 City, state, and ZIP code Rochester NY 14605	
	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. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number <table border="1"><tr><td>0</td><td>5</td><td>4</td><td>-</td><td>8</td><td>6</td><td>-</td><td>8</td><td>7</td><td>1</td><td>7</td></tr></table> or Employer identification number <table border="1"><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	0	5	4	-	8	6	-	8	7	1	7				-							
0	5	4	-	8	6	-	8	7	1	7													
			-																				

Part II Certification Under penalties of perjury, I certify that: 1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. 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 Signature of U.S. person ► C Jones Date ► 1-5-26
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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-INT (interest earned or paid)

- 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.