

New York State COVID-19 Pandemic Small Business Recovery Grant Program Grant Disbursement Agreement

This New York State COVID-19 Pandemic Small Business Recovery Grant Program Grant Disbursement Agreement (this "Agreement") sets forth the terms and conditions of a grant (the "Grant Award") by New York State Urban Development Corporation d/b/a Empire State Development, a corporate governmental agency of the State of New York, constituting a political subdivision and public benefit corporation, having its principal office and place of business at 633 Third Avenue, New York, New York 10017 ("ESD") in the amount of \$9,790 (the "Grant Funds") to:

KHANDAKER JAMY, a Sole Proprietor (Without Employees) having its principal office and place of business at 2433 Buck street, 1st floor, Bronx, New York, NY 10461 ("Grantee").

The funds for this Grant Award are provided by the ESD pursuant to the New York State COVID-19 Pandemic Small Business Recovery Grant Program (the "Program") administered by ESD. The ESD project number is 134,412. Grantor's designated administrator of the Program is B.S.D. Capital Inc. d/b/a Lendistry, a Delaware corporation (the "Administrator").

The terms and conditions in this Agreement are subject to, and conditioned upon, the execution of this Agreement by ESD and Grantee, Grantee's delivery of satisfactory applicable documentation requested in connection with Grantee's application for the Grant Award, and Grantee's receipt of the Grant Funds. This Agreement will not be binding on the ESD or the Grantee unless and until this Agreement has been fully executed and the Grant Funds have been disbursed to Grantee.

Payment of Grant Funds. ESD, through the Administrator, will disburse the Grant Funds to Grantee in one full installment by Automated Clearing House or other means of electronic payment to the bank account designated by Grantee in Grantee's application, within 30 days of full execution of this Agreement by both parties.

No Liability of ESD. ESD shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Program; the business activities of Grantee; or any violation by Grantee of any of the certifications, representations, or terms and conditions of this Agreement and Grantee hereby agrees to indemnify and hold harmless ESD, the State of New York and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

Covenants, Representations, and Warranties. As a condition to receiving this Grant Award and the underlying Grant Funds, Grantee agrees and/or certifies, as applicable, to each of the below **(please initial next to each of the following)**:

 kj 1. The undersigned signatory (a) is a duly authorized owner and representative of Grantee, (b) except to the extent Grantee is a cooperative business entity, holds at least 20% of the outstanding ownership interest in Grantee, and (c) has full authority to make the certifications referenced herein on Grantee's behalf.

kj 2. Grantee represents, warrants, and agrees that (a) Grantee has the full power and authority to execute and deliver this Agreement and perform its obligations hereunder, (b) that the execution, delivery, and performance of this Agreement does not violate any law, order, regulation, or agreement to which Grantee is a party or subject, and (c) this Agreement was duly authorized, executed and delivered by the Grantee and is binding and enforceable against the Grantee in accordance with its terms.

 kj 3. Grantee represents, warrants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its organization, has full power and authority to own its assets and to conduct the activities in which it is now engaged or proposed to be engaged and is duly qualified and in good standing under the laws of each other jurisdiction in which such qualification is required and shall maintain its existence in good standing in each such jurisdiction.

 kj 4. Grantee represents, warrants, and agrees that there have been no materially adverse changes in the financial condition of Grantee since the date of submission of its application to ESD and the Administrator (the "Application"), and that Grantee is in compliance with the terms and conditions of this Agreement.

 kj 5. Grantee represents, warrants, and agrees that there are no actions, suits or proceedings or, to the knowledge of Grantee, threatened against, or affecting Grantee before any court, governmental entity or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the financial condition, operations, properties or business of the Grantee, except as may have been disclosed in writing to ESD.

 kj 6. Grantee represents, warrants, agrees and acknowledges that each of ESD and Administrator has relied on the statements and representations made by the Grantee in the Application in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Application or otherwise in connection with the Grant and that the information contained in the Application continues on the date hereof to be materially correct and complete.

 kj 7. Grantee represents, warrants, and agrees that neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.

 kj 8. Grantee represents, warrants, and agrees that the Grant Award shall not be used in any manner for any of the following purposes:

(a) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;

(b) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;

(c) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five (5) percent of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

(d) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.

 kj 9. Grantee acknowledges and agrees that the ESD reserves the right to demand the return of all or any portion of the Grant Funds if the ESD determines that any of the terms of this Agreement are violated or any of the certifications in either the Application or in this Agreement are determined to be false or not adhered to.

 kj 10. Grantee acknowledges and agrees that it will cooperate with and provide such information as is reasonably requested by the ESD or its designee in accordance with the terms of this Agreement, including, without limitation, for the purpose of conducting a Program compliance review of this Grant Award. Such request may include, without limitation, documentation and other information regarding Grantee's business activities and/or financial information.

 kj 11. Grantee acknowledges that the ESD or its authorized designees may publicly release information regarding this Grant Award, including but not limited to, Grantee's name, address, business activities, owner(s) information, and Grant Award amount. Grantee hereby authorizes ESD and its authorized designees to make such public statements regarding Grantee for purposes of the foregoing. Grantee acknowledges that ESD is subject to the New York Freedom of Information Law and any information within its custody and/or control may be subject to disclosure. ESD will not be liable for any information disclosed, in ESD's sole discretion, pursuant to the Freedom of Information Law or other applicable law, or which ESD is required to disclose pursuant to the legal process.

 kj 12. Grantee represents and warrants that Grantee meets all of the eligibility requirements for this Grant Award, including but not limited to, that Grantee meets the definition of "Small Business," "Micro-business," and/or "For-profit Independent Arts and Cultural Organization." "Small Business" means a business which is resident in New York State, incorporated in New York State and licensed or registered to do business in New York State, is independently owned and operated, not dominant in its field, and employs one hundred or less persons. "Micro-business" means a business which is resident in New York State, incorporated in New York State and licensed or registered to do business in New York State, is independently owned and operated, not dominant in its field, and employs ten or less persons. "For-profit independent arts and cultural organization" means a small or medium sized private for-profit, independently operated live-performance venue, promoter, production company, or performance-related business located in New York State negatively impacted by COVID-19 Health and Safety Protocols (defined below), and having one hundred or less full-time employees, excluding seasonal employees.

 kj 13. Grantee is a currently viable Small Business, Micro-business, and/or For-profit Independent Arts and Cultural Organization, as determined by Grantee's net profit reported on Grantee's 2019 federal tax return, that began operations on or before March 1, 2019 and remained in operation as of the date Grantee submitted its Application (subject solely to Grantee being temporarily shuttered in compliance with Grantor's COVID-19 restrictions). Grantee acknowledges and agrees that if Grantee's business has ceased, or at any time within three (3) months after the date of this Grant Award ceases, to operate permanently, Grantee may be subject to return of all or any portion of the Grant Funds.

 kj 14. Grantee has experienced and has provided satisfactory evidence of loss of gross receipts as a result of the COVID-19 pandemic or compliance with COVID-19 Health and Safety Protocols, which resulted in Grantee's business modifications, interruptions, or closures. "COVID-19 Health and Safety Protocols" means any restrictions imposed on the operation of businesses by Executive Order 202 of 2020 issued by the Governor of the State of New York, or any extension or subsequent executive order issued in response to the COVID-19 pandemic, or any other statute, rule, or regulation imposing restrictions on the operation of businesses in

response to COVID-19.

 kj 15. Grantee hereby represents and warrants to each and all of the following:

- (a) Grantee had 2019 or 2020 gross receipts of between \$25,000 and \$2,500,000 per annum, as reflected on Grantee's filed federal tax returns;
- (b) Grantee's business generated a positive net profit in 2019, as reflected on Grantee's 2019 filed federal tax return;
- (c) Grantee's 2020 total expenses, as reflected on Grantee's 2020 filed federal tax returns, exceed the aggregate amount of Grant Funds set forth in this Agreement; and
- (d) Grantee experienced at least a twenty-five percent (25%) loss in annual gross receipts in a year-to-year revenue comparison as of December 31, 2020 to the same period in 2019, in each case, as reflected on Grantee's 2019 and 2020 filed federal tax returns, provided that, solely for the purposes of the 2020 annual gross receipts calculation, any 2020 New York State Pandemic Unemployment Assistance, 2020 Federal Pandemic Unemployment Compensation and/or New York State Lost Wage Assistance Program proceeds received by the undersigned, as verified by ESD's authorized designee, shall be added to such amount of Grantee's 2020 annual gross receipts.

 kj 16. Grantee is in substantial compliance with applicable federal, state, and local laws, regulations, codes, and requirements.

 kj 17. Grantee does not owe any federal, state, or local taxes that remain due for any periods prior to July 15, 2020, unless such outstanding balance is covered by an approved repayment plan, deferral plan, or other applicable agreement with the appropriate federal, state, or local taxing authority.

 kj 18. Grantee has either (a) not qualified for any business grant assistance programs under the federal American Rescue Plan Act of 2021 or any other available federal COVID-19 economic recovery or business assistance grant programs, including loans forgiven under the federal Paycheck Protection Program, or (b) was unable to obtain sufficient business assistance from such federal programs; provided, however, that Grantee will not be disqualified from this Grant Award if Grantee has received or been awarded one or more of the following federal assistance:

- (i) United States Small Business Administration ("SBA") Paycheck Protection Program loans totaling \$250,000 or less;
- (ii) COVID-19 Economic Injury Disaster Loan ("EIDL") Advance Grant of \$10,000 or less;
- (iii) COVID-19 EIDL Supplemental Targeted Advance Grant of \$5,000 or less; or
- (iv) SBA Shuttered Venue Operators Grant.

Grantee acknowledges that the Administrator may verify such information based on the information and documentation provided by Grantee, including, without limitation Grantee's bank statements and other financial documentation.

 kj 19. Grantee's business is currently operational and Grantee is not restricted by any state, local or other agency mandate.

 kj 20. The Grant Funds will only be used to cover one or more of the following COVID-19-related expenses

incurred by Grantee between March 1, 2020 and April 1, 2021:

- (a) payroll costs;
- (b) commercial rent or mortgage payments for property located in the State of New York, excluding any rent or mortgage prepayments;
- (c) payment of local property or school taxes associated with a small business location within the State of New York;
- (d) insurance costs;
- (e) utility costs, including heating, ventilation, and air conditioning;
- (f) supplies and materials necessary for compliance with COVID-19 health and safety protocols, including the procurement of personal protection equipment necessary to protect the health and safety of workers and consumers;
- (g) other machinery or equipment costs; or
- (h) other documented costs related to COVID-19, as approved by ESD.

 kj 21. No portion of the Grant Funds will be used for any purposes other than those listed in (20) above. Specifically, no portion of the Grant Funds will be used to repay or pay down any portion of a loan obtained through a federal COVID-19 relief package for business assistance or any State of New York business assistance programs. Grantee acknowledges and agrees that if all or any portion of the Grant Funds are used for any unauthorized purposes, the State of New York may hold the undersigned, Grantee, and/or any other owner thereof legally liable, including, but not limited to, liability for possible charges of fraud.

 kj 22. Grantee acknowledges and agrees that Grantee is not one or more of the following businesses deemed ineligible to receive a grant under the Program:

- (a) a non-profit organization;
- (b) a church or other religious institution;
- (c) a government-owned entity or elected official office;
- (d) a business primarily engaged in political or lobbying activities;
- (e) a recipient of one or more awards pursuant to the SBA Restaurant Revitalization Grant Program;
- (f) a landlord or a passive real estate business; and/or
- (g) a business or enterprise that is engaged in any activity that is illegal under federal, state or local law.

 kj 23. No owner of greater than 10% of the equity interest in Grantee: (a) has within the prior three (3) years been convicted of or had a civil judgment rendered against such owner, or has had commenced any form of parole or probation (including probation before judgment), for (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, (ii) violation of federal or state anti-trust or procurement statutes, or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or (b) is presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in subparagraph (a) above.

kj 24. Grantee represents and warrants that any and all demographic information (to the extent Grantee has elected to provide such information), including, if applicable, information with respect to owner's socially and economically disadvantaged status, and any other information provided by Grantee in its application regarding the ownership of Grantee, is true and accurate.

 kj 25. Grantee has not and will not apply for or receive any other grant through or under the Program. Grantee agrees that if a second award is issued to Grantee, then one or both awards will be voidable at the discretion of the ESD and/or its designees.

 kj 26. Grantee acknowledges that the Administrator has determined Grantee's eligibility for the Program and the Grant Award based, in part, on the tax and other documents and information provided by Grantee, and that ESD and Administrator have relied on such determination and tax and other documents in making a Grant Award to Grantee. In furtherance of the foregoing, Grantee represents and warrants that, except to the extent expressly provided otherwise in this Agreement, all documentation, statements and information provided by Grantee on and in connection with Grantee's Application for this Grant Award are true, accurate and complete in all material respects and that neither Grantee nor any other person on behalf of Grantee has made any material misrepresentations in connection with Grantee's Application for this Grant Award. Grantee further affirms that the tax return information provided in connection with the Program is identical to the tax return information submitted to the Internal Revenue Service. Grantee understands, acknowledges, and agrees that Administrator, as the Grantor's third-party designee to disburse funds under the Program, and ESD and its authorized representatives may share such tax and other information with local, state and federal authorized representatives, including without limitation for the purpose of compliance with federal, state, or local laws and regulations.

 kj 27. Grantee acknowledges that ESD is relying on these certifications and the certifications submitted by Grantee on and in connection with its application for the Program, in each case, that certified the use of funds, business eligibility, owner information and financial information for both the Grantee and its owner(s). Grantee makes these certifications in good faith, taking into account the Grantee's business activity.

 kj 28. Grantee certifies and agrees: (a) that all representations, warranties, certifications, and acknowledgements contained in this Agreement are true and correct; and (b) that Grantee has complied and will comply with all of the requirements of this Agreement. In the event the ESD demands the return of all or any portion of the Grant Funds received by Grantee, Grantee will be responsible for all costs and expenses incurred by ESD with respect to the collection of the return of such grant funds including, without limitation, attorneys' fees.

 kj 29. The relationship of Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to ESD arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of ESD or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of ESD or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

 kj 30. Grant Funds shall be used solely in accordance with the terms and conditions of this Agreement.

Default and Remedies.

(a) Each of the following shall constitute a default by the Grantee under this Agreement:

- (i) Failure to perform or observe any obligation or covenant of the Grantee contained herein to the reasonable satisfaction of ESD under this Agreement.
- (ii) Failure to comply with any request for information reasonably made by ESD to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by ESD in connection with the Grant.
- (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant.
- (iv) A default beyond any applicable grace period by the Grantee, or any entity which Grantee directly or indirectly controls, is controlled by, or is under common control with, under any other agreement with ESD.
- (v) Where ESD, in its sole discretion, deems Grantee to be non-responsible with respect to Grantee's legal authority to do business in New York State, integrity, experience, ability, prior performance, organizational capacity and/or financial capacity.

(b) Upon the serving of notice to the Grantee of the occurrence of a default (which notice shall specify the nature of the default), ESD shall have the right to terminate this Agreement, provided however, that if the default is pursuant to paragraph Default and Remedies (a)(i) or (a)(ii), no default shall be deemed to have occurred if Grantee cures such default within ten (10) days of notice of default from ESD, or if the default pursuant to paragraph Default and Remedies (a)(i) or (a)(ii) cannot be reasonably cured within such ten day period, Grantee commences to cure such default within the ten day cure period and cures the default within ninety (90) days thereafter, provided further that ESD shall not be obligated to make any disbursements during any such cure period. Defaults occurring under the terms and provisions of paragraphs Default and Remedies (a)(iii) and (a)(iv) are not subject to the cure provisions provided herein.

(c) Upon such termination of this Agreement, ESD may require repayment of Grant proceeds already disbursed. If ESD determines that any Grant Funds had previously been released based upon fraudulent representations or other willful misconduct, ESD may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. ESD shall be entitled to exercise any other rights and seek any other remedies provided by law.

Books and Records; Program Audit. The Grantee will maintain accurate books and records concerning the Program for the term of this Agreement and for three (3) years from the expiration or earlier termination of this Agreement and will make those books and records available to ESD, its agents, officers and employees during Grantee's business hours upon reasonable request. ESD shall have the right, upon reasonable notice, to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for three (3) years following the expiration or earlier termination of this Agreement.

Assignment. The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

No Waiver. No waiver of any of ESD's rights arising under this Agreement, or any other source, can occur unless such waiver shall be in writing and signed by ESD and such written document manifests a clear and unequivocal intent by ESD to waive its contractual or other legal rights. The term "waiver" as used herein is a term of art as used in the legal profession. ESD may not be estopped from asserting any of its legal rights, including but not limited to its rights under this Agreement, unless ESD has signed a written document that

clearly and unequivocally states that the other party may detrimentally rely upon the terms of such written document. Absent such written document, there shall be no estoppel against ESD and the other parties' alleged detrimental reliance shall be deemed to be unreasonable. The term "estoppel" is used herein is a term of art as used in the legal profession.

Integration/Modification. This Agreement, including any referenced attachments, appendices and references, constitutes the entire Agreement of the parties with respect to the subject matter hereof and supersedes any other written or oral representations, statements, negotiations, or agreements relating to such subject matter. In addition, this Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

Litigation Costs. Grantee shall pay, in any action or proceeding that is commenced to enforce and/or involves the enforcement of the terms and conditions of this Agreement, all of ESD's costs including, without limitation, ESD's attorneys' fees. The Grantee shall also pay any and all of ESD's collection costs including, without limitation, its attorneys' fees.

Waiver. The Grantee knowingly and expressly waives the right to a trial by jury and the right to interpose any counterclaims in any action brought by ESD under the terms of this Agreement.

Survival of Provisions. It is agreed that: (a) the provisions of Sections entitled No Liability, Default and Remedies, Books and Records; Program Audit, Survival of Provisions, Notices, No Assignment, Integration/Modification, No Waiver, Governing Law, Litigation Costs, Waiver and subsection 28 of Covenants, Representations, and Warranties shall survive the expiration or termination of this Agreement; and (b) such expiration or early termination shall not serve to limit, alter or modify any of the Grantee's obligations or responsibilities under the aforesaid Sections, and/or ESD's rights under such Sections, referenced in subsection (a) of this Section of this Agreement. It is further agreed, moreover, that notwithstanding the expiration or termination of this Agreement, ESD shall nevertheless retain the right to pursue, through and until the expiration of any applicable period of limitations established under the statutory or common law of the State of New York, any claim or claims arising from any Section of this Agreement, including but not limited to the above referenced Sections of this Agreement, and the expiration or early termination of this Agreement shall not constitute a defense to any such timely filed claim or cause of action that is asserted on ESD's behalf.

Notices.

(a) All notices, demands, requests or other communications permitted or required here under shall be in writing and shall be transmitted either:

- (i) via certified or registered United States mail, return receipt requested;
- (ii) by personal delivery;
- (iii) by expedited delivery service; or
- (iv) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

Empire State Development

Attention: Jovanna Miller
Title: Project Manager, Small Business Lending
Address: 633 Third Avenue, 33rd Floor, New York, NY 10017
E-Mail Address: sbgrantsnotices@esd.ny.gov

With a copy to:

Title: General Counsel
Address: 633 Third Avenue, 33rd Floor, New York, NY 10017

Grantee

Any notices to the Grantee should be sent to the contact information as detailed on the Grantee's signature page.

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signatures on following page]

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the latest date written in the signature pages by Grantor and Grantee:

**NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d/b/a EMPIRE STATE DEVELOPMENT**



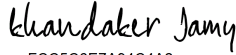
By: Pravina Raghavan
Title: Executive Vice President
Division of Small Business and Technology Development

10/18/2021 (Date)

[Signature Page to New York State COVID-19 Pandemic Small Business Recovery Grant Program Grant Disbursement Agreement]

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the latest date written in the signature pages by Grantor and Grantee:

GRANTEE:

<div>DocuSigned by:  FCC5C6E7A94C4A2...</div> <div>Signature</div>	<div>10/18/2021</div> <div>Date</div>
<div>khandaker Jamy</div> <div>Print Name</div>	<div>owner</div> <div>Title</div>
<div>KHANDAKER JAMY</div> <div>Business Name</div>	<div>866942371</div> <div>EIN# / SSN# / ITIN#</div>
<div>2433 Buck street, 1st floor</div> <div>Bronx, New York, NY 10461</div> <div>Business Address</div>	<div>rownakhasan@yahoo.com</div> <div>Email Address</div>
	<div>347-698-1331</div> <div>Phone Number</div>

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.

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.

KHANDAKER JAMY

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=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

2433 Buck street, 1st floor

6 City, state, and ZIP code

Bronx, New York, NY 10461

7 List account number(s) here (optional) Part

Requester's name and address (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

8 6 6 9 4 2 3 7 1

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.

DocuSigned by:

Sign Here

Signature of U.S. person

Khandaker Jamy

Date 10/18/2021

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.

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