



PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE

1 BUYER The undersigned Green Point Management offers to buy the
2 PROPERTY located at 62 W 5th St.
3 City Berea, Ohio, Zip 44017
4 Permanent Parcel No. 362-13-037, and further described as being:
5 _____

6 The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and _____ controls; all permanently attached carpeting.
11 The following items shall also remain: satellite dish; range and oven; microwave; kitchen refrigerator;
12 dishwasher; washer; dryer; radiator covers; window air conditioner; central air conditioning; gas
13 grill; fireplace tools; screen; glass doors and grate; all existing window treatments; ceiling fan(s);
14 wood burner stove inserts; gas logs; and water softener. Also included: _____
15 AS-IS
16 NOT included: _____
17 _____

18 **SECONDARY OFFER** This is is not a secondary offer. This secondary offer, if applicable, will become a
19 primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before
20 _____ (date). BUYER shall have the right to terminate this secondary offer at any time prior to
21 BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or the
22 SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

23 **PRICE** BUYER shall pay the sum of \$ 30,001.00
24 Payable as follows:
25 Earnest money paid to Broker will be deposited in a non-
26 interest bearing trust account and credited against
27 purchase price. \$ 1,000.00
28 Check to be deposited immediately upon the
29 formation of a binding AGREEMENT, as defined
30 below on lines 231-238.
31 Note to be redeemed within four (4) days after
32 formation of a binding AGREEMENT, as defined
33 below on lines 231-238.
34 Cash to be deposited in escrow \$ 29,001.00
35 Mortgage loan to be obtained by BUYER \$ 0
36 CONVENTIONAL, FHA, VA, OTHER CASH
37 _____

38 **FINANCING** BUYER shall make a written application for the above mortgage loan within N/A days
39 after acceptance and shall obtain a commitment for that loan on or about N/A. If,
40 despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null
41 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
42 to the BUYER without any further liability of either party to the other or to Broker and their agents.

Approved by CABOR, LoCAR, LCAR and GeCAR
Revised May 1, 2000
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SELLER'S INITIALS AND DATE _____
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43 NOTE: In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held
44 in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow
45 account until a written release from the parties consenting to its disposition has been obtained or until
46 disbursement is ordered by a court of competent jurisdiction.

47 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow
48 with the lending institution or escrow company on or before Feb 22, 16 and title shall be
49 transferred on or about Feb 22, 16 April 5, 2016 APR 5, 2016 APR 5, 2016 R/16 2-15-H

50 **POSSESSION** SELLER shall deliver possession to BUYER on Title Trans. Fee (date) at NOON (time)
51 AM PM, provided the title has transferred. Subject to BUYER's rights, if any, the premises may be occupied
52 by the SELLER free for _____ () days. Additional NA days at a rate of
53 \$ _____ per day. Payment and collection of fees for use and occupancy after transfer of title are the
54 sole responsibility of SELLER and BUYER.

55 **TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
56 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
57 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and
58 encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any,
59 and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an
60 Owner's Fee Policy of Title Insurance from Sellers Choice
61 (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring
62 premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an
63 Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have
64 thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to
65 each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither
66 BUYER, SELLER nor any REALTOR(S) shall have any further liability to each other, and both BUYER and
67 SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

68 **PRORATIONS** General taxes, annual maintenance fees, subdivision charges, special assessments, city and
69 county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments
70 shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or
71 the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of
72 the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing
73 authority, verify the correct tax value of the property as of the date of title transfer and pay the current taxes due to
74 the date of the title transfer. If the property being transferred is new construction and recently completed or in the
75 process of completion at the time the AGREEMENT was signed by the parties, the escrow agent is instructed to
76 make a good faith estimate of the taxes to be owed on the value of the improved property to the date of title
77 transfer and reserve sufficient funds in escrow from SELLER's net proceeds to pay those taxes when they
78 become due and payable after title transfer. The escrow agent is instructed to release the balance of the funds on
79 reserve once they receive notice from the local county auditor that the taxes on the land and improvements have
80 been paid in full to the date of title transfer. BUYER acknowledges that the latest available tax duplicate may not
81 reflect the accurate amount of taxes and assessments that will be owed. SELLER agrees to reimburse BUYER
82 directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified,
83 taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes
84 or assessments, public or private, except the following: _____

85 _____
86 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
87 BUYER SELLER agrees to pay the amount of such recoupment.

88 **CHARGES/ESCROW INSTRUCTIONS** This AGREEMENT shall be used as escrow instructions subject to the
89 Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real
90 estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by
91 BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d)
92 prorations due BUYER, e) Broker's commissions, f) one-half of the escrow and g)
93 other _____
94 (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the
95 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession,

96 whichever is later. The escrow agent shall withhold \$ 0.00 from the proceeds due SELLER for
 97 the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the
 98 BUYER.

99 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the
 100 escrow fee b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording
 101 fees for the deed and any mortgage, and d) other _____

102 _____ BUYER shall secure new insurance on the property.

103 BUYER acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by
 104 BUYER which will ~~not~~ be provided at a cost of \$ _____ charged to SELLER BUYER from
 105 escrow at closing. SELLER and BUYER acknowledge that this LIMITED HOME WARRANTY PROGRAM will not
 106 cover any pre-existing defects in the property. Broker may receive a fee from the home warranty provider.

107 The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1
 108 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

109 The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1
 110 Settlement Statement to the Brokers listed on this AGREEMENT promptly after closing.

111 **INSPECTION** This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of
 112 BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes
 113 sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of
 114 any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections,
 115 BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER
 116 understands that all real property and improvements may contain defects and conditions that are not readily
 117 apparent and which may affect a property's use or value. BUYER and SELLER agree that the REALTORS® and
 118 agents do not guarantee and in no way assume responsibility for the property's condition. BUYER acknowledges
 119 that it is BUYER's own duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or
 120 BUYER's inspectors regarding the condition and systems of the property.

121 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHA/VA DO NOT
 122 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

123 **WAIVER** _____ (initials) BUYER elects to waive each professional inspection to which BUYER has
 124 not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such
 125 inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.

Choice	Inspection	Expense	
		BUYER's	SELLER's
126			
127	Yes No		
128	<input type="checkbox"/> <input checked="" type="checkbox"/> GENERAL HOME _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
129	<input type="checkbox"/> <input checked="" type="checkbox"/> SEPTIC SYSTEM _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
130	<input type="checkbox"/> <input checked="" type="checkbox"/> WATER POTABILITY _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
131	<input type="checkbox"/> <input checked="" type="checkbox"/> WELL FLOW RATE _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
132	<input type="checkbox"/> <input checked="" type="checkbox"/> RADON _____ days from formation of AGREEMENT	<input type="checkbox"/>	<input type="checkbox"/>
133	<input checked="" type="checkbox"/> <input type="checkbox"/> OTHER <u>1-3</u> days from formation of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Final walk thru prior to close ensure property exists

135 After each inspection requested, BUYER shall have three (3) days to elect one of the following: a) Remove the
 136 inspection contingency and accept the property in its "AS IS" PRESENT PHYSICAL CONDITION; or b) Accept
 137 the property subject to SELLER agreeing to have specific items, that were either previously disclosed in writing by
 138 the SELLER or identified in a written inspection report, repaired by a qualified contractor in a professional manner
 139 at SELLER's expense; or c) Terminate this AGREEMENT if written inspection report(s) identify material latent
 140 defects NOT previously disclosed in writing by the SELLER and any cooperating real estate Broker.

141 If the property is accepted in its "AS IS" PRESENT PHYSICAL CONDITION, BUYER agrees to sign an
 142 Amendment To Purchase AGREEMENT removing the inspection contingency and this AGREEMENT will proceed

SELLER'S INITIALS AND DATE

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143 in full force and effect. If the property is accepted subject to the SELLER repairing specific defects, BUYER shall
144 provide to SELLER a copy of the inspection report(s) and sign an Amendment To Purchase Agreement removing
145 the inspection contingency and identifying the defects which are to be repaired. SELLER and BUYER shall have
146 three (3) days from SELLER's receipt of the written list of defects and the inspection report(s) to agree in writing
147 which defects, if any, will be corrected at SELLER's expense. If a written AGREEMENT is not signed by SELLER
148 and BUYER within those three (3) days, this AGREEMENT is null and void and SELLER and BUYER agree to
149 sign a mutual release. If the BUYER elects to terminate this AGREEMENT based upon newly discovered material
150 latent defects in the property, BUYER shall provide a copy of the written inspection report to the SELLER and
151 both parties agree to promptly sign a mutual release. Upon signing of a mutual release by SELLER and BUYER,
152 the earnest money deposit shall be returned to the BUYER without any further liability of either party to the other
153 or to Broker(s).

154 The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to
155 exercise their right to terminate the AGREEMENT. SELLER agrees to provide reasonable access to the property
156 for BUYER to review and approve any conditions corrected by SELLER.

157 Yes No

158 **PEST/WOOD DESTROYING INSECTS** An inspection of all structures on said premises shall be
159 made by a licensed inspection or exterminating agency of BUYER's or SELLER's choice at BUYER's
160 SELLER's expense and such agency's written report shall be made available to the BUYER before closing. If
161 such report shows existing infestation or damage by pests, termites or wood destroying insects, treatment of the
162 condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a
163 period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in
164 the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE BUYER
165 OR SELLER (unless FHAVA regulations prohibit payment of inspection by BUYER, in which case SELLER
166 shall pay the cost.) This AGREEMENT may be voided by the party paying for the repair, if it exceeds \$500.00.

167 Yes No

168 **LEAD BASED PAINT** BUYER shall have the right to have a risk assessment or inspection of the
169 property by a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at
170 BUYER's expense within ten (10) days after formation of a binding AGREEMENT. (Intact lead-based paint that is
171 in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home"
172 for more information.) In the event existing deficiencies or corrections are identified by the inspector in their
173 written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the
174 specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately
175 provide the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to
176 immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of
177 the inspection report and BUYER's request of repairs, SELLER will have the option to either agree to correct the
178 deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the
179 deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer with a certificate from a qualified risk
180 assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct
181 the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition.
182 BUYER may remove this right of inspection at any time without SELLER's consent.

183 BUYER HAS HC (BUYER's initials) received a copy of the EPA pamphlet entitled "PROTECT
184 YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT
185 AND/OR LEAD-BASED PAINT HAZARDS."

186 BUYER HAS NOT _____ (BUYER's initials) received a copy of the EPA pamphlet entitled
187 "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED
188 PAINT AND/OR LEAD-BASED PAINT HAZARDS (disclosure form)." This offer is subject to the SELLER
189 completing the disclosure form and BUYER's review and approval of the information contained on the disclosure
190 form within _____ days from receipt.

191 **MEGAN'S LAW** SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's
192 sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and
193 agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local
194 sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriff's office as
195 to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the
196 transaction.

Approved by CABOR, LoCAR, LCAR, GeCAR, Medina BOB and the Cuyahoga County Bar Association
Revised May 1, 2000
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SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

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197 **CONDITION OF PROPERTY** BUYER has examined the property and agrees that the property is being
198 purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on
199 the state of Ohio Residential Property Disclosure Form or identified by any inspections requested by either party.
200 SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of
201 acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or
202 statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this
203 AGREEMENT or on the Residential Property Disclosure Form.

204 BUYER HAS _____ (BUYER's initials) received a copy of the Residential Property Disclosure
205 Form signed by SELLER on _____ (date) prior to writing this offer.

206 BUYER HAS NOT RPB (BUYER's initials) received a copy of the Residential Property
207 Disclosure Form. This offer is subject to the SELLER completing the Residential Property Disclosure Form and
208 BUYER's review and approval of the information contained on the disclosure form within ¹⁰ _____ days from
209 receipt.

210 SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time
211 of transfer of utilities. SELLER agrees to comply with any and all local governmental point of sale laws and/or
212 ordinances. SELLER will promptly provide BUYER with copies of any notices received from governmental
213 agencies to inspect or correct any current building code or health violations. If applicable, BUYER and SELLER
214 shall have SEVEN (7) days after receipt by BUYER of all notices to agree in writing which party will be
215 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot
216 agree in writing, this AGREEMENT can be declared null and void by either party.

217 **REPRESENTATIONS AND DISCLAIMERS** BUYER acknowledges that the SELLER completed the Residential
218 Property Disclosure Form and agrees to hold the Broker(s) and their agents harmless from any misstatements or
219 errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker(s) and their
220 agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER
221 hereby acknowledges that any representation by SELLER or the real estate agent(s) regarding the square
222 footage of the rooms, structures or lot dimensions, homeowners fees, public and private assessments, utility bills,
223 taxes and special assessments are approximate and not guaranteed. Please list any and all verbal
224 representations made by Broker(s) or their agents that you relied upon when purchasing this property (if none,
225 write "none"). NONE

226

227 **DAMAGE** If any building or other improvements are destroyed or damaged in excess of ten percent of the
228 purchase price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and
229 complete this transaction or may terminate this AGREEMENT and receive the return of all deposits made. If such
230 damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior condition.

231 **BINDING AGREEMENT** Upon written acceptance and then either written or verbal notice of such acceptance to
232 the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT
233 UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire
234 understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to
235 this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be
236 deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's
237 usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days.
238 This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.

239 **ADDENDA** The additional terms and conditions in the attached addenda Agency Disclosure Form
240 Residential Property Disclosure Form VA FHA FHA Home Inspection Notice Condo House Sale
241 Contingency Addendum House Sale Concurrency Addendum Lead Based Paint Other _____
242 are made part of this AGREEMENT. The terms and conditions of any addenda supersede any conflicting
243 terms in the purchase AGREEMENT.

Approved by CABOR, LICMFB, LICAR and GOCAR
Revised May 1, 2000
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BUYER'S INITIALS AND DATE

Form 100



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 62 W 5th Ave. Belea, OH 44017
Buyer(s): Green Pointe Management
Seller(s): _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Christopher Kaylor AGENT(S) and Realty Trust Services BROKERAGE
The seller will be represented by Chuck A. Lyons AGENT(S) and Elite Realty Inc. BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain.* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

- Agent(s) _____ and real estate brokerage _____ will
- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain.* _____
 - represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT

DATE

SELLER/LANDLORD

DATE

BUYER/TENANT

DATE

SELLER/LANDLORD

DATE

"AS-IS" ADDENDUM TO CONTRACT "SELLER'S DISCLOSURE"

Property address: 62 W Stg Delea, off 414017 Seller's name: _____

Neither Seller nor any persons acting as Seller's representative has occupied the property and neither warrants or represents that the property or any alterations or additions which may have been made to the property conform to local building codes, zoning requirements or any other applicable laws, rules or regulations. This includes, but is not limited to, existing or possible pending code enforcement liens or special assessments that Seller might or might not be aware of including any vacant property ordinances, and/or outstanding utility or water bills or liens. **PURCHASER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO ALL ATTORNEYS' FEES AND COURT COSTS AND EXPERT WITNESS FEES PAID OR INCURRED BY SELLER) WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE CONDITION OR MARKETABILITY OF THE PROPERTY, WITHOUT LIMITATION. FURTHER, PURCHASER AGREES TO PAY THE COSTS AND FEES OF ANY EXISTING OR POTENTIAL LIENS, FEES OR DUES OWED AT CLOSING, INCLUDING BUT NOT LIMITED TO, CODE OR MUNICIPAL LIENS OR VIOLATIONS, SPECIAL ASSESSMENTS, UTILITY OR WATER BILLS OR LIENS, OR HOMEOWNERS ASSOCIATION AND CONDOMINIUM ASSOCIATION LIENS, ASSESSMENTS, DUES, TRANSFER FEES, COSTS AND ATTORNEYS' FEES. IF AT THE TIME OF CLOSING PURCHASER FAILS TO PAY OFF ANY OF THE ABOVEMENTIONED AMOUNTS, AND THAT FAILURE TO PAY PREVENTS A CLOSING, THEN PURCHASER SHALL FORFEIT ITS DEPOSIT MONIES AS LIQUIDATED DAMAGES. Further, Purchaser agrees not to sue Seller for any disputes arising out of the transaction, sale, contract, or closing associated with this property, and by signing this Addendum submits to binding Arbitration to be held in the County of Hillsborough, State of Florida should any aforementioned dispute arise.**

Purchaser hereby acknowledges that Seller shall not be providing Purchaser with a Real Estate Transfer Disclosure Statement and/or Certificate of Occupancy with respect to the property. The Seller is without knowledge to the land, or any other equipment found on or around the property because the Seller has never occupied the property. Purchaser hereby waives any requirement that Seller furnishes Purchaser with any such disclosure statement; and hereby releases Seller from any and all liability resulting from the non-delivery of such disclosure statement. Title will be transferred via Special Warranty or Quit Claim Deed. Any and all prorations paid at closing are final at the time of closing and shall not be re-prorated at a date after closing (This provision shall survive closing). Buyer is responsible to pay for and obtain any insurance, including but not limited to, lender required insurance and flood insurance, and failure to pay for or obtain such insurance shall not be a reason for Buyer to cancel the contract under any circumstances.

Purchaser acknowledges that it is Purchaser's sole and absolute responsibility to obtain inspection reports by qualified professionals on the property and to determine the presence of any toxic or hazardous substances on the property, including, but not limited to, Chinese drywall, radon, asbestos and lead paint, which would make the property uninhabitable or dangerous to the health of the occupants or otherwise not in compliance with law, or any other factor regarding the condition of the property about which the Purchaser may be concerned. Purchaser acknowledges that it is the Purchaser's sole and absolute responsibility to conduct any and all inspections and assessments including but not limited to feasibility, surveys, E.P.C. and possible sink hole or subsurface activity and/or analyses deemed necessary to determine the property's zoning and zoning restrictions to Purchaser's satisfaction, soil & grade, and to determine the suitability for the Purchaser's intended use. If Purchaser inspects the property, chooses not to inspect the property, or does not engage a professional inspector prior to closing, any and all discoverable or undiscoverable issues and costs associated with the property and title to the property, including but not limited to; hazards, defects, zoning issues, encumbrances, assessments, utility bills and/or liens within or attached to the property remain the Purchaser's responsibility at and after closing and the Purchaser holds seller harmless for any such issues or costs mentioned herein. No title exception, lien, or encumbrance whatsoever, including but not limited to, all covenants, easements, and restrictions of record, shall prevent Purchaser's purchase or use of the property; and any and all exceptions shall not be a reason for Purchaser not to close on this property. Should Purchaser not close due to any title exception, lien, or encumbrance then Purchaser shall forfeit its deposit monies. Purchaser shall bear the full cost of any inspection fees and costs, including, but not limited to, ensuring that power and utilities to the Property are turned on during the inspection period. Seller shall have no responsibility to provide power or utilities to the Property at any time, however, at Purchaser's request, should Seller choose to pay to turn on utilities or power for Purchaser's convenience, such a cost will be reimbursed by the Purchaser to the Seller on the Closing Statement.

PURCHASER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR ANY PERSON ACTING AS SELLER'S REPRESENTATIVE IS MAKING ANY WARRANTIES OR REPRESENTATIONS EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PROPERTY. THE PROPERTY IS BEING CONVEYED TO PURCHASER IN ITS "AS IS WHERE IS" CONDITION. IT IS THE RIGHT AND RESPONSIBILITY OF THE PURCHASER TO INSPECT THE PROPERTY AND INSPECT TITLE. FAILURE TO INSPECT THE PROPERTY OR TITLE TO THE PROPERTY DOES NOT WAIVE ANY CONDITIONS OF THIS ADDENDUM. PURCHASER MUST SATISFY THEMSELVES AS TO THE CONDITION OF THE PROPERTY AND TITLE. TIME IS OF THE ESSENCE. IN THE EVENT OF DEFAULT BY SELLER, AND/OR SHOULD SELLER CHOOSE NOT TO CLOSE ON THE SALE OF THIS PROPERTY FOR ANY OR NO REASON WHATSOEVER, PURCHASER SHALL ONLY BE ENTITLED TO A RETURN OF THE DEPOSIT AS THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY.

In the event that this transaction does not close on or before the closing date specified in the original contract (or a date specified in any amendment(s) of said contract which has been executed by purchaser and seller) due to purchaser's failure to perform according to the terms of this contract, then purchaser agrees to forfeit all escrow monies/deposits and the contract shall be terminated, however, should Seller, in its sole discretion, elect to consent to a contract extension, Purchaser agrees to pay seller \$100.00 per day OR .1% of the purchase price per day, whichever is greater, from the originally scheduled closing date through the date of the actual closing date. The per diem payment may not be included in any credit for seller-paid purchaser closing costs, and shall be paid by purchaser as a separate and distinct part of purchaser's closing costs. Note that failure of a purchaser's lender to fund a mortgage to secure closing does not alleviate purchaser's requirement to pay this per diem amount. Purchaser to pay any and all closing costs associated with this transaction, including, but not limited to, any and all documentary stamp taxes, recording fees, title search charges, surtaxes, title policy costs, loan fees, owner's policy fees, appraisal fees, inspection fees, insurance costs, endorsement fees, application and transfer fees to any entity, title agent closing costs, non-resident withholding taxes, both Purchaser and Seller's attorney's fees associated with the closing, and transfer taxes associated with this transaction. Purchaser to pay for the recording of any and all corrective instruments needed prior to, at, or post-closing. Purchaser to pay any and all costs or fees (incurred prior to, at, or post-closing) associated with the requesting of any estoppel letters, payoff letters indicating amounts due to any public or private entity, or any other document that the closing agent needs to request to consummate the closing.

IF ANY LANGUAGE OR PROVISION OF THIS ADDENDUM CONFLICTS WITH OR CONTRADICTS ANY LANGUAGE OR PROVISION OF THE CONTRACT, THEN THE LANGUAGE AND PROVISION OF THIS ADDENDUM CONTROLS, SUPERSEDES AND SUPPLANTS ANY LANGUAGE OR PROVISION OF THE CONTRACT.

SELLER: _____ Date: _____
Print: Jamie Rand, Authorized Agent

PURCHASER: Green Pointe Management Date: 2-6-11
Print: _____



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/20/2005	200510901742	ARTICLES OF ORGANIZATION/DOM LLC (LCA)	125.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

TITLE PLUS SERVICES, LLC
21380 LORAIN RD
FAIRVIEW PARK, OH 44126

**STATE OF OHIO
CERTIFICATE**
Ohio Secretary of State, J. Kenneth Blackwell

1534864

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
GREEN POINTE MANAGEMENT, LLC
and, that said business records show the filing and recording of:

Document(s)
ARTICLES OF ORGANIZATION/DOM, LLC

Document No(s):
200510901742



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 11th day of April, A.D.
2005.

J. Kenneth Blackwell
Ohio Secretary of State

**OPERATING AGREEMENT
OF
GREEN POINTE MANAGEMENT, LLC**

THIS AGREEMENT is entered into and shall be effective as of the 20th day of aPRIL, 2005, by and among the persons executing this Agreement as Members, on the following terms and conditions.

SECTION 1
DEFINITIONS

For purposed of this Agreement, unless the context clearly indicates otherwise, (i) all of the capitalized words in this Agreement shall have the meanings set forth in the Appendix and (ii) all non-capitalized words defined in the Act shall have the meanings set forth therein.

SECTION 2
FORMATION

2.1 Organization. The Members have authorized the formation of the Company as an Ohio Limited Liability Company pursuant to the provisions of the Act and have filed Articles of Organization with the Ohio Secretary of State.

2.2 Agent. The Agent for service of process upon the Company is Michael DeJohn, whose address in the State of Ohio is 21380 Lorain Road, Fairview Park, OH. The Members may, from time to time, change the Agent by filing appropriate documents with the Ohio Secretary of State. If the registered agent ceased to act as such for any reason, the Members shall promptly designate a replacement Agent. The Members shall promptly file with the Ohio Secretary of State the documents required by the Act with respect to any change of the registered Agent or his address. If the members shall fail to designate a replacement registered agent or if the Members of the Agent fail to file the appropriate notice of a change of agent or his address, any majority Member may designate a replacement Agent or file a notice of change of agent or his address.

2.3 Principal Office. The principal office of he Company shall be located at: 508 Marks Road, Valley City, OH.

2.4 Purposes. Except as proved by the Act, the Company may pursue any purpose or purposes for which individuals may lawfully associate themselves.

2.5 Term. The term of the Company shall be perpetual unless it is dissolved pursuant to the provisions of Section 7.

2.6 Units/Shares. Each member will be given units of the company as designated on Exhibit A.

SECTION 3

RECORDS

3.1 Records To Be Maintained. The Company shall maintain the following records at its principal office:

- (a) A current list of the full names, in alphabetical order, and last known business or residence address of each Member;
- (b) Copies of the Articles, all amendments thereto, and executed copies of any powers of attorney pursuant to which the Articles or the amendments have been executed;
- (c) Copies of this Agreement, all amendments hereto, and executed copies of any powers of attorney pursuant to which this Agreement and such amendments have been executed;
- (d) Copies of the Company's federal, state and local income tax returns and reports, for the three (3) most recent years;
- (e) Copies of any financial statements of the Company for the three (3) most recent years;
- (f) Any other agreements or documents required by the Act or this Agreement.

SECTION 4 MANAGEMENT

4.1 Management. Control of the Company and all of its affairs shall be in Managing Member. The Managing Member shall be Robert Gillespie. Except as otherwise proved in this Agreement, Company business decisions may be made by any of the majority Members acting on behalf of the Company.

4.2 Majority Vote. No Members shall have the authority to do any of the following on behalf of the company without the majority Vote of the Members:

- (a) Assign, transfer, pledge, compromise, or release any claim of the Company except for full payment, arbitrate, or consent to the arbitration of any of its disputes or controversies;
- (b) Make, execute or deliver any contract to sell any of the Company's property, execute any note or mortgage, or encumber Company property;
- (c) Make, execute or deliver a lease, as lessor or lessee, of property;
- (d) Make, execute or deliver

SECTION 5

MEETINGS

5.1 Meetings. Meetings of the Members shall be held each year at the principal office of the Company or at such other place either within or without the state of Ohio as specified from time to time by the Members. If the Members shall specify a location other than the principal office of the Company, such change in location shall be recorded on the notice calling such meeting.

5.2 Special Meetings. Special meetings of the Members may be scheduled. Such special meetings shall be presided over by one of the Members chosen to preside at the meeting by vote of all the Members present. Special meetings may only be called by a majority of the Members.

5.3 Notice. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered, unless otherwise prescribed by the Act, not less than 10 days nor more than 50 days before the date of the meeting by or at the direction of any Member calling the meeting to each Member of record entitled to vote at such meeting.

5.4 Proxies. Proxies will not be accepted.

5.5 Majority Vote. An affirmative vote by or on behalf of the Members possessing at least fifty-one percent (51%) of the voting units of the Company shall be required to approve or disapprove any matter on which the members are entitled to decide, except as otherwise provided in this Operating Agreement or in the Act.

SECTION 6 MEMBER ACCOUNTS

6.1 Timing of Allocations and Distributions. Distributions shall be considered by the Members at the end of each calendar year, and shall be made at the times and in the manner set forth in writing from time to time in a resolution of the Members.

6.2 Distribution in Kind. A Member shall have no right to demand and receive any distribution from the Company in any form other than cash.

6.3 Losses. All losses will be shared equally amount the Members.

6.3 Right of First Refusal. Each Member will be given a right of first refusal should another Member wish to sell their Units. The offer must be in writing and the Members will be given a 30 day option to purchase share from Member.

6.4 Additional Units. With the approval of the Members possessing fifty-one percent (51%) of the Units, the Company shall issue additional Units for sale to existing Members or other persons or entities (separately and together, "Additional Members"). Any such sale of Company Units shall be made in accordance with the Articles of

Organization and this Operating Agreement. As a condition to such issuance, Additional Members acquiring such Units shall execute the Articles of Organization, this Operating Agreement and all other documents and instruments as the Company may require and shall become Managers as regards such Units upon the date the last of such agreements are executed.

SECTION 7 **WINDING UP, SETTLEMENT & DISTRIBUTION**

Section 7.1 Wind-up and Reformation. Upon the occurrence of an event under Ohio Revised Code Section 1705.43, the Company shall be dissolved, unless within ninety (90) days following the occurrence of the dissolving event, Members owning fifty-one percent (51%) or more of the Units of the Company vote to continue the business of the Company. If the continuance of the Company is approved by or on behalf of the Members, the new Company shall be deemed formed without any further or additional documentation to effect such action and all Members and others owning Units shall automatically become participants in the new Company without any change in their respective rights and obligations. If continuance of the Company is not approved by the Members holding the requisite percentage of Units of the Company within said ninety (90) days, the Company shall promptly commence to wind up its affairs, including execution and filing the appropriate certificates and/or notices with the Ohio Secretary of State. Upon said filing with the Ohio Secretary of State, the Company shall cease to carry on its business, except insofar as may be necessary for the winding-up of its affairs.

Section 7.2 Authority to Wind-Up. In the event that winding-up is required hereunder, the winding-up activities shall be managed by the managers or a committee thereof, appointed for this express purpose.

Section 7.3 Settlement and Distribution. In settling accounts after dissolution, the assets of the Company shall be distributed as follows:

- (a) to creditors, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company other than liabilities for distributions to Members; and
- (b) except as provided in this Operating Agreement, to Members and former Members of the Company in satisfaction of liabilities for distribution; and
- (c) except as provided in this Operating Agreement, to Members of the Company for the return of their Member account balances.

Section 7.4 Termination. Each of the members shall be furnished with a final accounting prepared by the Company's accountant as of the date of the complete liquidation. Upon completion of the distribution of the Company's property as provided in this Article, the Company shall be terminated, and the Members in charge of winding-up the Company's business shall take all such other actions as may be necessary to terminate the Company.

SECTION 8
AMENDMENTS

Section 8.1 Proposal of Amendments. Amendments to the Articles of Organization and this Operating Agreement may be proposed in writing by any Member or Members owning at least Fifty-One Percent (51%) of the Units.

Section 8.2 Amendments by Members. A proposed amendment shall be voted on at either the annual meeting or a special meeting of the Members duly called for the purpose of voting on the amendment. Such votes shall be made as provided in the Operating Agreement. Upon the Members' approval of any amendment, all Members, whether or not they consented to such amendment, shall be deemed to have consented to and shall be bound by the terms and provisions thereof as if they had so consented.

SECTION 9
NON-DISCLOSURE AND NON-COMPETITION

Section 9.1 Non-Disclosure and Non-Competition Agreement. Each member shall agree to not disclose any business matters with any outside parties and shall be required to sign a Non-Disclosure and Non-Competition Agreement in a form attached as Exhibit B, incorporated herein by reference.

SECTION 10
NOTICES

Section 10.1 Notices. Any notice, payment, demand or communication required or permitted to be given hereunder shall be deemed to have been given when (i) delivered personally to the party to be notified, (ii) faxed to the party to be notified, with a confirmation of transmission, (iii) sent by telegram or cablegram to the party to be notified or (iv) deposited in the United States mail, postage prepaid, addressed as follows:

- (a) If to the Company, addressed to the Company's principal office;
and
- (b) If to a Member, addressed to such Member's address, which is contained in the Company's register of its Members.

Any party to this Operating Agreement may change such parties' address as set forth or referenced herein by written notice of the same to the Company.

SECTION 11

GOVERNING LAW

Section 11.1 Governing Law. This Operating Agreement shall be deemed to be made under and shall be construed in accordance with the laws of the State of Ohio.

Section 11.2 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be deemed invalid, illegal or unenforceable, the remainder of this Operating Agreement shall be enforced to the greatest extent permitted by law.

Section 11.3 Headings. All section or subsection headings, titles or captions contained in this Operating Agreement are used for convenience purposes only and shall not be deemed part of the substance of this Operating Agreement.

Section 11.4 Plurals and Pronouns. All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural gender as appropriate.

SECTION 12 **ENTIRE AGREEMENT**

Section 12.1 Entire Agreement. The Articles of Organization and this Operating Agreement contain the entire understanding between and among the Members and supercede any prior understandings and agreements between and among them respecting the subject matter of the Articles of Organization and this Operating Agreement. If any of the matters covered by this Operating Agreement were performed or commenced by the Members prior to the execution of this Operating Agreement, this Operating Agreement shall be deemed to govern such prior actions as if the same were executed by the Members prior to such actions being undertaken.

SECTION 13 **COUNTERPARTS**

Section 13.1 Counterpart Execution. This Operating Agreement may be executed in counterparts, all of which, taken together, shall be deemed one original. Each Member shall become bound by this Operating Agreement immediately upon such Member's execution hereof and independently of the execution hereof by any other Member.

IN WITNESS WHEREOF, this Operating Agreement is executed by each of the parties hereto as of the date first above written.

MEMBERS:

A handwritten signature in cursive script, appearing to read "Robert Gillespie", written in black ink.

Robert Gillespie

EXHIBIT A
UNIT MEMBERSHIP

NAME

UNIT PERCENTAGE

Robert Gillespie

100%

PNC Online Banking

https://www.onlinebanking.pnc.com/alservlet/DepositActivitySe...

© PNC Online Banking
Greenpointe Management, LLC Account Activity Tuesday, December 22, 2015
Business Checking XXXXXX4534 Available Balance: \$133,037.41

Pending Transactions
These transactions have been submitted to us since the last business day and are not yet posted to your account. When they have posted, they will be reflected in your Posted Transactions. Pending items may affect your Available Balance and are not a statement of your account.

Date	Description	Withdrawals	Deposits
Your Pending Transactions are currently not available.			

Posted Transactions

Date	Description	Withdrawals	Deposits	Balance
Your Posted Transactions are currently not available.				

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Need Help? Call us at 1-800-PNC-BANK (752-2255)

CASHIER'S CHECK



PNC Bank, National Association
Ohio

No. 1803058

DATE FEBRUARY 09, 2016

PAY TO THE ORDER OF THE MANTAGE POINT

ONE THOUSAND AND 00 / 100

DOLLARS

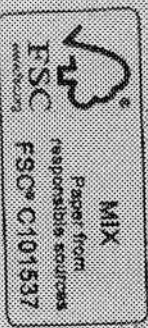
\$ 1,000.00

ROB THE HOUSE GUY

REMITTER

PNC Bank, National Association


OFFICIAL SIGNATURE

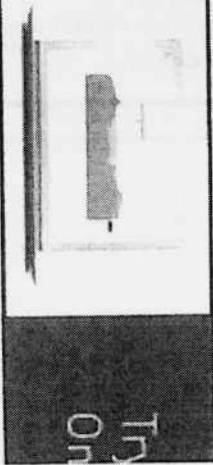


⑈01803058⑈ ⑆041000124⑆ 4000020309⑈

6200 544

Account Activity

Manage receivables and payables all in one place.
And project your future cash flow!



Business Checking XXXXXX2447

Available Balance: \$119,860.56

Show Account & Routing Number

Account Activity | Online Statements

Pending Transactions

Date	Description	Withdrawals	Deposits	Avail
02/03/2016	OUTGOING WIRE	\$14,306.87		Ledgk
02/03/2016	CHECK # 1725	\$700.00		Pendi
02/03/2016	LEADPAGES CARD#9529	\$67.00		Pendi
02/02/2016	CHANNEL PARK MARIN CARD#9529	\$999.00		Last T
02/02/2016	IVANCIC MARINE CARD#9529	\$695.52		Last S

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Brett Santarelli	
	Business name/disregarded entity name, if different from above Brett Santarelli	
	Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 8602 Beth court City, state, and ZIP code Odessa, FL 33556 List account number(s) here (optional) _____	
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
2	6	1	-	3	3	-	8	3	9	8

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 2-4-2016
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.