

PROPERTY MANAGEMENT AGREEMENT

In consideration of the covenants herein, _____ (hereinafter referred to as "Owner(s)"), and Bay Management Group, LLC, (hereinafter referred to as "Manager"), agree to this **Property** Management Agreement (hereinafter referred to as the "Agreement") as follows:

1. Exclusive Agency: The Owner(s) hereby employs the Manager exclusively to rent, lease, operate and manage all units identified and designated in Exhibit A attached hereto (hereinafter referred to as the "Property") upon the terms and conditions provided herein for the period of One (1) Year beginning _____ and ending _____ and shall automatically renew thereafter for annual periods. Manager accepts the employment and shall furnish the services of the organization for the management of the property. Owner shall pay all of the expenses in connection with this service described herein.

A. Relationship of Manager to Owner: The relationship of the parties to this agreement shall be that of principal and agent, with Manager serving as the agent of Owner and an independent contractor of Owner. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship other than agency. Manager shall not be considered an employee of Owner.

B. Description of Property: "Property," as used throughout this Agreement shall be limited to the Property in Exhibit A or Properties described in Exhibit A. The Exhibit may be amended or modified to add or reduce the number of properties at any time, provided Owner and Manager agree to the changes in writing.

2. Manager Responsibilities: To assist Owner with the ongoing management of the Property, Manager shall perform the following:

A. Collection and Disbursement: Manager shall collect all rent due and owing and provide to Owner all Owner Income. Manager shall remit to Owner all income, less any properly deducted fees/charges, by U.S. Mail, wire, automatic payment, or other arrangement as established by Manager and Owner. Before payment is remitted to Owner, Manager reserves the right to hold rent checks from Tenant with previous NSF or other payment issues until check has officially cleared Managers bank. Should payment made by Tenant be refused or returned for any reason, Owner shall refund to Manager any such payment made to Owner within 5 days from written or verbal request.

B. Late Payments from Tenants: Any lease with Tenant shall include a 5% late rent fee in the event Tenant rent is not received by the 5th day of each month. All late fees shall be paid to and retained by manager.

C. Lease Negotiations: Manager will set rents that in the opinion of the manager at the time of the rent negotiations with the Tenant reflect the market conditions of that time and approximate rents of comparable rental properties.

Owner designates manager as its agent to negotiate and sign any and all lease agreements or related addenda on its behalf. Manager is not, nor shall it be expected to be legal counsel or a legal advisor to Owner. Owner is advised to seek, at its sole cost and expense, its own legal counsel for legal issues or legal questions related to the Property.

D. Property Inspections: Manager shall complete move in and move out inspections. There will be a charge associated with the photo documented move out inspection. The charge will vary depending on the size of the home. Owner agrees that Manager will not be responsible for items left on, in, or about the Property and Owner is strongly urged to remove all personal possessions from the Property prior to any move-in.

E. City Requested Inspections: Manager is not responsible or liable for any fees or costs associated with the maintenance, repair or replacement of Property to meet any inspection items noted by the city or municipality. Manager is not responsible for any fines, fees or costs assessed by any city or municipality associated with an inspection or re-inspection of the Property, unless said fines, fees or costs are the result of the gross negligence of Manager, which shall not be presumed, but shall be determined by a court of law or Property tribunal.

F. Management Fees and Expenses: As compensation for the services rendered by Manager under this agreement, Owner shall pay Manager as follows:

I. **Monthly Management Fee.** Manager shall be paid the greater of \$100.00 per month per unit or 8% of the gross rent per month for managing the Property.

II. **Leasing Fee (Vacant Properties).** For leasing vacant residential units: a leasing fee of one (1) month's rent will be charged, due to Manager at the time the lease is executed. If owner brings a qualified tenant to the manager and a lease is signed with the tenant, manager agrees to only charge an admin fee of \$500.00 as well as the 8% monthly management fee.

Manager agrees to cooperate with all Realtors. Leasing fees are waived if the owner has an on-site staff on payroll that performs leasing functions.

III. **Lease Renewal Fee.** Manager shall be paid \$299.00 for each individual lease renewal, due to Manager at execution of lease renewal.

G. Negotiation and Vendor/Contractor: Manager is authorized to retain the services of companies, independent contractors, and Manager's own maintenance employees and to order service contracts required for the operation and maintenance of the Property. Owner shall be responsible for the payment of the services rendered.

Manager maintains business relationships with vendors and /or contractors who may be regularly retained by Manager for maintenance and other services. Sometimes these services are contracted for and paid in bulk or on a time – spent basis, where Manager is charged for the work performed on several Properties, rather than on a per – Property basis. Due to the ongoing nature of these

relationships and the volume or bulk nature in which these services are contracted, Manager may receive such services at a price that is discounted from the same vendor or contractor's established rates or a comparable market rate for such services. Therefore, if Manager negotiates, hires, and manages such a vendor or contractor to perform work on the Property, Manager shall charge the published or market rates for such service, even in circumstances in which the fee ultimately paid by Manager (on a per service, per unit basis) are more or less than the market rate. Any difference between the market rate being charged to Owner and the rate paid by Manager (which may be more or less than such market rate) shall be paid by or retained by Manager. This shall serve as Manager's disclosure that it may receive compensation from vendors contracted by Manager, and Manager shall retain any discounts or compensation received.

The management services provided by Manager hereunder do not include services related to Property sales, refinancing, preparing Property for sale or refinancing, modernization, fire, or major damage restoration, rehabilitation, obtaining income tax, accounting, or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending Owners Association meetings, or insurance claims ("Supplemental Services"). At Owner's request, Manager shall perform such supplemental services, subject to Manager's availability, at Owner's cost and expense. Manager shall be entitled to an additional administrative fee of \$100/hour for any Supplemental Service provided by Manager under this Agreement.

H. Security Deposits: Manager is to hold tenant's security deposits in a FDIC insured bank. At the end of the tenant's lease, the owner is responsible for the interest due on the security deposit in accordance with Maryland Real Property Code.

If Owner wishes to hold the security deposit, Bay Management Group will require a \$500 retainer. If the owner does not pay the \$500 retainer upfront, the \$500 retainer will be taken from the rent proceeds. Again this is ONLY if the owner requests to hold the security deposit.

3. Disbursements of Rent and other Receipts

A. Net Proceeds: To the extent that funds are available Manager shall remit the balances due to owner monthly.

B. Direct Deposit: Owners who wish to avoid a paper check may choose to sign up for Direct Deposit. This program is the electronic transfer of rental income via ACH. This service is at no additional charge.

C. Manager is not required to advance funds: If the balance of funds held on behalf of Owner for disbursement is at any time insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after written notice, remit to Manager sufficient funds to cover the deficiency.

4. Financial and Other reports

A. Owner's Reporting to Internal Revenue Service (IRS): Owner is required to file all required IRS forms and meet all IRS requirements. Owner agrees to furnish Manager with a proper TIN (Taxpayer Identification Number) via an IRS W9 form, or other applicable IRS approved documents.

B. Reports: Manager shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Property, on a monthly basis. In addition, manager shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on in writing by both parties.

Manager shall submit as required by the IRS at the conclusion of each calendar year a Form 1099 indicating the total income received from the Property.

5. Leasing and Renting

A. Manager's Authority: Manager is authorized to negotiate, prepare and sign all leases, including all renewals and extensions of leases and to cancel and modify existing leases of Owners. Manager will consult with owner for approval of any lease terms outside the standard twelve-month lease term. Leases are to be written on Manager's standard lease form. To advertise for rent said Property or any part thereof, manager may display signs, to rent same, to sign leases for a period not to exceed 24 months and to renew or cancel leases, to institute and prosecute action to evict tenants and to recover possession of property(s). Manager is under no obligation to pursue evicted or past tenants for judgment, or collections, of expenses or damages that exceed tenant's security deposit.

B. Enforcement of the Leases: Manager is authorized to renew or cancel leases and to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for the eviction or dispossession of the tenants or other persons from the Property. Manager is authorized to sign and serve such notices, as Manager deems necessary for lease enforcement, including the collection of rent and other income. If Manager deems it necessary, Manager may retain an attorney of Manager's choice (unless Owner supplies Manager with the name of Owner's attorney). Owner shall pay all attorney fees and court cost.

6. Reasonable Maintenance and Repair

A. Ordinary Maintenance and Repair: Manager is authorized to make or cause to be made, through contracted services, employees or otherwise, and at Owner's sole cost and expense, repairs and replacements necessary to preserve the Property in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements. Manager reserves the right to inspect Property randomly at the discretion of manager. Owners with Home Warranty or Service plans shall provide account information to manager and must list manager as an additional member on the account. Tenants shall be responsible for maintaining Property as addressed in their lease. Fines assessed by the city, municipality or state for violations such as snow removal, lawn/tree/landscaping/issues, trash, or the like shall be paid first by Tenant (if consistent with terms of the lease).

B. Smoke and CO Detectors: At Owner's expense, smoke detectors and carbon monoxide detectors will be installed on the Property in accordance with the law, prior to the tenant's occupancy. During the occupancy, it shall be the tenant's responsibility to maintain all smoke detectors and carbon monoxide detectors.

C. Property Move in Condition: Both tenant and owner agree that the property will be delivered in "As Is" condition with the expectation that the following items will be addressed by Manager, at Owner's sole cost and expense, on or before each move-in hereunder: professional cleaning, steam cleaned carpets where necessary, touch-up paint, working appliances and HVAC system, anything that poses a health or safety risk to tenants as well as all compliance items needed for city, state and federal housing regulations. Any additional items must be negotiated in writing prior to entering into a lease agreement.

7. Insurance

A. Owners Insurance: Owner shall obtain and maintain, at its sole cost and expense, adequate insurance against liability for loss, damage or injury to Property or persons which might arise out of the occupancy, management, use, operation, or maintenance of the Property. If for any reason, the Property remains vacant for thirty (30) days or more, Owner shall obtain and keep in effect for said period, at his own expense, adequate vacant property insurance. Manager shall be under no obligation to obtain, maintain, or renew any policies of insurance required to be carried by Owner hereunder.

8. Manager Assumes No Liability: Manager assumes no liability for any damages, losses, or acts of omission by the tenant. Manager assumes no liability for any acts or omissions of Owner, previous Owners or previous brokers. Manager assumes no liability for default by any Tenant. Manager assumes no liability for violations of environmental or other regulations which may become known during the term of this agreement. Any such regulatory violations or hazards discovered by Manager shall be brought to the attention of Owner, and Owner shall promptly cure them. Manager shall not be liable in the event of bankruptcy or failure of the depository bank where Owner's funds are deposited.

9. Indemnification and Owner's Responsibilities to Defend:

A. Generally: Owner shall indemnify, defend, and hold Manager harmless from all loss, investigation, suits, damage, cost, expense (including attorneys' fees) liability or claims for personal injury or property damage, including vandalism, incurred or occurring in, on or about the Property.

B. Indemnification survives termination: All representations and warranties of the parties contained herein, including any provisions of this agreement that require owner to have insured or to defend, reimburse or indemnify Manager shall survive the termination of this agreement. If Manager becomes involved in any proceeding or litigation by reason of having been Owner's Manager, such provisions shall apply as if this agreement were still in effect.

C. Litigation and Compliance Expenses: Owner shall pay and indemnify, defend, and hold Manager harmless from, all fines, penalties, or other expenses in connection with any claim proceeding, or suit involving an alleged violation of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of race, sex, color, religion, national origin, physical handicap, familial status, public assistance, age or all other classes protected by state, or federal law: provided, however, that owner shall not be responsible to Manager for any such expenses if Manager is found in a court of law or tribunal of property authority to have personally, and not in a representative capacity, violated any such law. Should Owner sue Manager, Owner shall pay the full costs of Manager's attorney's fees and costs expended in defending itself, in the event Manager prevails in such suit. Nothing contained in this Agreement shall obligate Manager to employ legal counsel to represent Owner in any such proceeding or suit.

10. Owner Representations: Owner represents and warrants: that Owner has full power and authority to enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to Manager; that there are no

recorded easements, restrictions, reservations or rights of way which adversely affect the use of the Property for the purposes intended under this Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have been secured and are current; that any underlying mortgages or related liens permit rental of the Property or Property steps have been taken to ensure the Property being used in a manner consistent with how it has been represented to third parties, that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders or the like; that the information supplied by Owner is dependable and accurate; and that any loans, notes, mortgages, dues or trust deeds are fully paid or are current without defaults.

11. Termination:

- A. Early Termination: This agreement may be terminated by either party at any time with 30 days' notice. Owner shall immediately pay Manager \$1,500.00 if an approved applicant has been secured and Owner terminates this agreement prior to a move in taking place. Manager is authorized to withhold funds from the property to cover this amount if the funds are available.
- B. Termination for Violation of Agreement or Law: Manager reserves the right to terminate this Agreement with 30 days written notice if Owner is found to have violated the agreement. Manager reserves the right to terminate this Agreement immediately if Owner acts in a manner which, at the discretion of Manager, creates a hostile or otherwise harmful relationship with Manager, or Owner is found in violation of any federal, state, or local law that may create a liability to Owner, impact the goodwill or public reputation of Manager, or otherwise endanger Manager in any way.
- C. Owner Responsible for Payments: Upon termination, Owner shall pay Manager any fees, commissions, and expenses due to Manager for services already rendered or payments due through the month of termination. Owner shall assume and satisfy the obligations of any contract or outstanding bill incurred by Manager under this Agreement. Manager may withhold funds for up to 60 days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. Manager shall deliver to Owner, within 60 days after the end of the month in which this Agreement is terminated, any balance of monies due Owner, which were held by the manager with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdraw.

12. Lead Based Paint Disclosure

Housing built before 1978 may contain lead – based paint. Before renting pre-1978 housing, Owner must disclose the presence of known lead-based and /or lead- based paint hazards in the Property. Owner represents that:

- () The Property was **constructed on or after January 1, 1978.**
- () The Property was **constructed prior to 1978.** Check (i) or (ii) or (iii) below.
 - I. _____ Owner has no knowledge of lead based paint and /or lead based paint hazards in the Property
 - II. _____ Owner has knowledge of Lead based paint and /or lead based paint hazards in the Property. Owner has had Property inspected and can show proof of such inspection with test results.
 - III. _____ The Property was **constructed prior to 1950 (Owner must show proof of lead inspection)**

13. Complete Agreement. This Agreement shall be binding upon the parties, and each of their respective heirs, executors, administrators, successors and assigns. No amendment is valid unless in writing and signed by the parties. There are no warranties or representations not herein contained.

The undersigned parties acknowledge that they have thoroughly read and understand each provision of this Agreement and have received a copy.

Executed this _____ day of _____, 20_____.

Owner (1) Signature: _____

Printed Name: _____

Owner (2) Signature: _____

Printed Name: _____

By: _____

Bay Management Group Representative

Bay Management Group of Laurel, LLC
9811 Mallard Dr. (Suite 214)
Laurel, MD 20708
Phone: 240-224-8220 Fax: 240-553-7740

Complete RENTAL Property Address: _____

Will you allow pets with a \$500.00 pet deposit? : Yes _____ No _____ If allowed, do you have any restrictions on the type or size of pet. Please list any restrictions below:

Legal Owner: (1) First Name: _____ Last Name: _____

Legal Owner: (2) First Name: _____ Last Name: _____

Company Name (If applicable): _____

MAILING address: _____

City: _____ State: _____ Zip Code: _____

Phone Numbers: **Owner (1):** Mobile: _____ - _____ - _____ **Owner (2):** Mobile: _____ - _____ - _____

Work: _____ - _____ - _____ Work: _____ - _____ - _____

Home: _____ - _____ - _____ Home: _____ - _____ - _____

Email: Owner (1): _____ @ _____

Owner (2): _____ @ _____

Emergency contact in the event Manager is unable to get in touch with owner:

Name: _____

Phone Number: _____

Email Address: _____

W-9 Completed and attached

Payment Method:

Yes, I want to be paid by ACH (***Attached copy of cancelled check or bank document must be attached or payment defaults to a check mailed to you***)

Owner Direct Deposit Form



Owner Name(Should match W9): _____

Property Address: _____

Bank Name: _____

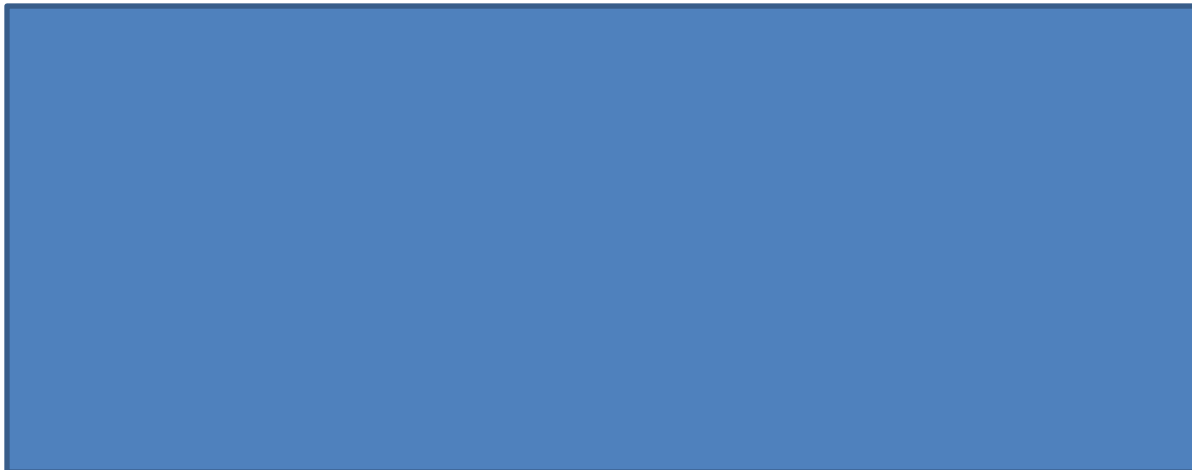
Routing Number: _____

Account Number: _____

Signature: _____

Date: _____

(Attach Voided Check)



Subsidy Property Form

*(Only if a tenant is on a subsidy program, otherwise "X" **does not apply**)*

Does not apply _____

PROPERTY ADDRESS: _____

IF THE PROPERTY IS OCCUPIED AND HAS A SUBSIDY PROGRAM, PLEASE COMPLETE THE FOLLOWING:

1. Which subsidy program? _____
2. Can you provide a copy of the HAP contract? _____
(This is the contract to receive rental payments from the program)
3. What the payment portion for the subsidy program per month? \$ _____
4. What is the payment portion for the tenant per month? \$ _____
5. Is there an upcoming inspection for the property? _____
6. If there is an upcoming inspection, when is it scheduled for? _____
7. Is the property in abatement? _____
(Not receiving subsidy payments)

If you answered yes to question 7 then we need a copy of the inspection / violations. We will also need to know what violations were already taken care of. Also, we will need to know of any court dates that are pending.



Property Management Agreement Addendum

This addendum, dated _____, is added to the Property Management Agreement (PMA) by and between _____, as owner(s) and Bay Management Group as Manager.

For property located at: _____.

Owner & Manager agree to the following:

The Manager agrees to notify the Owner(s) of all expenditures in excess of \$_____ for any one item, except for the following:

- I. Previously approved, monthly or recurring operating charges
- II. Emergency repairs that are immediately necessary for the preservation and safety of the property, to avoid the suspension of any essential service to the property, to avoid danger or life of property, or to comply with federal, state, or local law.
- III. Necessary expenses if the owner is not reasonably available for consultation. Manager is authorized to immediately make any repairs to chipping or peeling paint, consistent with MDE Lead Paint Poising Prevention Program.

By Signing Below, you agree to the terms of this PMA Addendum. All other terms and conditions of the PMA remain the same.

Signature Date

Signature Date

Signature Date

Property Manager Date

EXHIBIT A

Property(s):



BMG Laurel LLC.

PROPERTY INFORMATION PAGE

HOA/COA Info (name of community): _____

Main Point of Contact: _____

Contact # and Email: _____

Emergency Contact Info: _____

Emergency Services Covered by HOA/Condo: _____

Community Amenities/Access Notes: _____

HOA/COA Rules-Regs (RECEIVED FROM OWNER): YES NO N/A

Letter of Good Standing (RECEIVED FROM OWNER): YES NO N/A

Pool Passes (RECEIVED FROM OWNER): YES NO N/A

Parking Passes (RECEIVED FROM OWNER): YES NO N/A

_____ (NUMBER OF PASSES RECEIVED)

_____ (PARKING SPACE NUMBER(S))

_____ (REPLACEMENT COST OF PARKING PASSES)

YES NO (TENANTS REGISTER VEHICLES WITH HOA/COA)

YES NO (PHOTOS TAKEN OF PARKING)

Guest Parking Rules:

Mailbox Number and Cluster: _____

Key Replacement Cost:

Mailbox: \$ _____

Key Fobs: \$ _____

Building Entry: \$ _____

Garage Opener: \$ _____

Landscaping:

What is HOA responsible for?: _____

What is tenant responsible for?: _____

Snow Removal:

What is HOA responsible for?: _____

What is tenant responsible for?: _____

Elevator: YES NO N/A

Notice needed to reserve elevator for MI/MO: _____

Deposit needed to reserve elevator for MI/MO: _____

Utilities:

Electric Provider: _____

Gas Provider: _____

Oil Provider: _____

Water Provider: _____

IF TENANT OCCUPIED, ARE ANY UTILITIES CURRENTLY IN THE TENANTS NAMES? (PLEASE NOTE ANY UTILITIES THAT ARE CURRENTLY IN TENANTS NAME): _____

DOES THE HOA COVER ANY UTILITIES?: YES NO

WHAT UTILITIES DOES THE HOA COVER IF ANY?: _____

DOES THE PROPERTY HAVE SOLAR PANELS?: YES NO

ARE TENANTS RESPONSIBLE FOR SOLAR CHARGES?: YES NO

DO TENANTS NEED TO MAINTAIN AN INTERNET CONNECTION FOR SOLAR PANEL SYSTEM?: YES NO

Trash/Recycling/Yard Waste:

Where do tenants store containers and where in the community do they go on pickup days?: _____

Trash Days: _____

Recycling Days: _____

Yard Waste Days: _____

ARE TENANTS REQUIRED TO GET A PRIVATE TRASH SERVICE? (PLEASE PROVIDE CONTACT INFO AND AVERAGE MONTHLY COST OF TRASH SERVICE): _____

Additional Information:

What items of yours do the current tenants have in their possession (how many key fobs, garage door remotes, mailbox keys, Personal items, etc.): _____

Please list any additional "quirks of property" or items that your property manager or tenant should know: ____

Home Owner's Insurance Carrier _____ Phone Number: _____
Policy/Acct. Number: _____ Expiration: _____

Home Warranty Plan Carrier _____ Phone Number: _____
Policy/Acct. Number: _____ Expiration: _____

Special Maintenance Notes or Requirements: _____

Insurance/Warranty Policy Included *(instructed & confirmed Owner notified warranty company that BMG is an authorized user)*

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)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input 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.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on 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 <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
Social security number																			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Employer identification number																	
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 ▶
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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 IRS.gov 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.