



January 20, 2020

City of Brighton
500 S. 4th Avenue
Brighton, CO 80601

Township 1 South, Range 66 West, 6th P.M.

Section 17: A portion of the NW, being all easements, roads, and rights-of-way dedicated to the City of Brighton on the Bromley Farms Final Plat filed for record in the Office of the Adams County Clerk and Recorder on October 10, 2006 as Instrument No. 2006000987859, including but not limited to the following, containing 11.12 acres, more or less: Indian Paintbrush Dr. – 1.69 acres, more or less, South 15th Avenue – 2.06 acres, more or less, Alicia Drive – 3.08 acres, more or less, South 19th Avenue – 0.67 acres, more or less, Additional R.O.W. (Bromley Lane) – 3.62 acres, more or less. LESS AND EXCEPT those portions thereof, if any, that were leased under that Oil and Gas Lease dated January 8, 2019, by and between the City of Brighton and Grizzly Petroleum Company, LLC, which was filed for record in the Office of the Adams County Clerk and Recorder on April 15, 2019 as Instrument No. 2019000027481.

Containing 10.20 gross acres, more or less and 10.20 net acres, more or less

LoneTree Energy & Associates, LLC, respectfully offers you the opportunity to enter in to a **Non-Surface Occupancy** Oil and Gas Lease under the following terms:

- **\$6,500.00 per acre;**
- **22% royalty interest;**
- **three 3 year lease term**

If the terms, as enclosed are acceptable, please ensure all steps are completed:

1. Execute the enclosed Oil and Gas Lease in front of a Notary Public (most banks will provide a Notary Public)
2. Sign and print your name and date on the enclosed Order of Payment
3. Complete and sign the enclosed W-9 form
4. Return the Oil and Gas Lease, Order of Payment and W-9 in the self-addressed stamped enclosed envelope.

Please be aware that all information contained in this offer packet is taken from the County Assessor, which may contain errors. Please contact **Patti Koenig** at **(303) 233-8700, ext. 107** if any information needs to be corrected prior to signing. Thank you for your consideration of this proposal.

Yours truly,

Patti Koenig, as agent
LoneTree Energy & Associates, LLC
(303) 233-8700, ext. 107

Enclosures: Form of Oil and Gas Lease
Order of Payment
W-9 Form
Self-addressed stamped return envelope



Great Western
OIL & GAS COMPANY

1001 17th Street STE 2000
Denver, Colorado 80202

January 20, 2020

ORDER OF PAYMENT

On approval of the agreement associated herewith and on approval of title to same, Great Western Oil and Gas Company, LLC will make payment as indicated herein by check within **45 days** of receipt of said agreement. No default shall be declared for failure to make payment until 15 days after receipt by Great Western Oil and Gas Company, LLC of written notice of Payee's intention to declare such default. In the event title research reveals that the Payee owns less than the full and undivided 100% interest in the property covered by the agreement, it is understood and agreed that the amount referenced below shall be proportionately reduced according to the percentage of the interest that the payee owns.

PAY TO: City of Brighton
BONUS: \$66,300.00 - Sixty-Six Thousand Three Hundred Dollars and 00/100
ADDRESS: 500 S. 4th Avenue, Brighton, CO 80601

This payment is for an **OIL AND GAS LEASE** dated **January 20, 2020**, which covers the property described as follows:

Township 1 South, Range 66 West, 6th P.M.

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Containing 10.20 gross acres, more or less
10.20 net acres, more or less
\$6,500.00 per net mineral acre

By: _____

Printed Name: _____

Date: _____

FOR OFFICE USE ONLY:

Sent via Certified Mail on _____ / Tracking Number: _____

Check # _____ in the amount of \$ _____

OIL AND GAS LEASE

(No Surface Occupancy)

AGREEMENT, Made and entered into the 20th day of January, 2020 by and between City of Brighton, hereinafter called Lessor(s), whose address is 500 S. 4th Avenue, Brighton, CO 80601, and Grizzly Petroleum Company, LLC whose address is 1001 17th Street, Suite 2000, Denver, Colorado 80202, hereinafter called Lessee:

1. Grant of Leased Premises. In consideration of a cash bonus in hand paid, the receipt of which is hereby acknowledged, and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

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Including all streets, easements and alleyways adjacent and appurtenant thereto

in the County of Adams, State of Colorado, containing 10.20 gross acres, more or less, for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith ("Oil and Gas Substances"). The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, methane produced from coal formations and other commercial gases, as well as normal hydrocarbon gases. If, at any time, it is determined that the leased premises is greater than 10.20 gross acres, Lessee will adjust the bonus payment and pay all back royalties to Lessor.

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor that are included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above.

2. Paid Up Lease. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. Royalty Payment. For all Oil and Gas Substances that are physically produced from the leased premises, or lands pooled, unitized or communitized therewith, and sold, Lessor shall receive a royalty of **twenty-two percent (22%)** of the sales price actually received by Lessee or, if applicable, its affiliate, as a result of all sales of the affected production to an unaffiliated party. Lessor's royalty shall not be subject to its proportionate share of Post Production Costs but will bear its proportionate share of all production, severance and ad valorem taxes. As used in this provision, Post Production Costs shall mean all costs actually incurred by Lessee or its affiliate and all losses of produced volumes used as fuel, line loss, flaring, venting or otherwise from and after the wellhead until the Oil and Gas Substances are in a marketable condition and have reached a recognized market for the same. Post Production Costs include without limitation, all costs of gathering, marketing, compression, dehydration, removal of liquid or gaseous substances or impurities from the affected production prior to the time Oil and Gas Substances produced from the leased premises or from land pooled therewith are in a marketable condition and have reached a recognized market for the same and any other treatment or processing required by the first unaffiliated party who purchases the affected production.

If Lessee uses the Oil and Gas Substances (other than as fuel in connection with the production and sale thereof) in lieu of receiving sale proceeds, the price to be used to pay Lessor's royalty under this provision shall be the weighted average sales price referred to above for the applicable month.

4. Term of Lease. This lease shall be in force for a primary term of **three (3) years** from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled or unitized therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

At the expiration of the primary term, or extended primary term, this lease shall automatically terminate and expire as to all lands that are subject to this lease which are located outside the boundaries of a spacing unit established by the Colorado Oil and Gas Conservation Commission, upon which there is a well producing in paying quantities or a well capable of producing in paying quantities which is shut-in for the reasons stated in this Lease.

Two (2) years after the expiration of the primary term, or extended primary term, this lease shall automatically terminate and expire as to all geologic formations lying 100 feet below the base of the stratigraphic equivalent of the deepest formation producing, or capable of producing in paying quantities in any well drilled on the leased premises or lands pooled therewith.

Lessee shall file a release of those portions of the leased premises in the Adams County records within 30 days of such termination or, if Lessee fails to do so, Lessor shall have the right to such release.

5. Operations. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on or affecting the leased premises or lands pooled or unitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, then in the event this lease is beyond the primary term it shall nevertheless remain in force if Lessee commences further Operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled or unitized therewith within 120 days after completion of operations on such dry hole or within 120 days after such cessation of all production in paying quantities. If after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in Operations, as defined below, this entire lease shall remain in force for an additional 120 days from the completion of operations on such dry hole or the cessation of all production in paying quantities, and if any such Operations result in the production of Oil and Gas Substances, as long thereafter as there is production in paying quantities from the leased premises or lands pooled or unitized therewith. As used herein, the term Operations shall mean any activity continuously conducted on or

affecting the leased premises or pooled therewith that is customary and reasonably calculated to obtain or restore production, including without limitation, (i) drilling or acts preparatory to drilling actually conducted on the leased premises or lands pooled therewith (such as building roads or constructing a drill site as long as actual drilling operations are commenced forthwith following the completion of the preparatory acts); (ii) completing, reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; and (iii) constructing facilities to enable the production, treatment, transportation and marketing of substances produced from the leased premises.

6. No Surface Occupancy. Notwithstanding anything herein contained, this Lease is a "No Surface Occupancy" Oil and Gas Lease. It is agreed and understood that Lessee, its successors or assigns shall not conduct any drilling or completion operations or locate any facilities on the surface of the leased lands. It is understood that the Lessee, its successors or assigns shall not be allowed any access to the surface of the leased lands without the prior written consent of Lessor. Lessee is granted the right to drill and operate directional or horizontal wells through and under said lands. Lessee shall be liable for any and all damages to the leased lands due to subsidence, collapse or settlement caused by Lessee's operations hereunder.

7. Shut-in Royalty. If after the primary term one or more wells on the leased premises or lands pooled or unitized therewith are capable of producing Oil and Gas Substances in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 180 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of ten dollars per acre then covered by this lease. The payment shall be made to Lessor on or before the first anniversary date of the lease following the end of the 180 day period and thereafter on or before each anniversary while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations under this lease, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the first anniversary date of the lease following the end of the 90 day period after the end of the period next following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease. However, after the expiration of the primary term, this lease may not be maintained in force by the payment of shut in royalties for any period in excess of one (1) consecutive year from the date the well is first shut in.

8. Pooling and Unitization. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease, or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease, or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling, or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling, or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change, or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. It is hereby agreed that Lessor shall formally express its consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

9. Payment Reductions. If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced as follows: royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

10. Ownership Changes. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

11. Regulation and Delay. All express or implied covenants of this lease shall be subject to all Federal, State, and local Laws, Executive Orders, Rules, or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable for damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule, or Regulation, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, fracking bans and/or moratoria upon well completions and/or production restrictions, or other conditions or circumstances beyond the control of the Lessee. The time during which Lessee is prevented from conducting drilling, completion, reworking, and/or production operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of this lease.

12. Breach or Default. Any dispute arising under this lease shall be resolved in accordance with the dispute resolution procedures set out below. If Lessor believes that Lessee is in default of any covenant or condition of this lease, it may give Lessee written notice thereof which notice shall describe the claimed default in reasonable detail. Lessee shall have 60 days to cure the claimed default, commence action to cure the claimed default if 60 days is not sufficient to cure the same or deny the existence of the claimed default. If Lessee commences action to cure the claimed default, and if 60 days is not sufficient to cure the same, it shall diligently pursue such action until the default is cured to the reasonable satisfaction of Lessor for a period not to exceed 90 days. No mediation or arbitration shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any claimed default by Lessee hereunder during such 30 day period (or longer if Lessee has commenced action to cure the claimed default). If the matter is arbitrated in accordance with the dispute resolution section below and there is a final determination that a default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time, not to exceed 90 days, after said determination to remedy the default and Lessee fails to do so.

13. Dispute Resolution. In the event of any dispute, disagreement or controversy arising out of, relating to or connected with this Lease, including the payment of any bonus, the Parties shall use reasonable, good faith efforts to settle such dispute or claim through negotiations with each other. If such negotiations fail to produce a mutually acceptable resolution to the matter in dispute, the Parties will submit the same to non-binding mediation before a sole mediator. The mediation will be conducted by the Judicial Arbitrator Group, Inc., 1601 Blake St, Suite 400, Denver, CO 80202 ("JAG"). The matter in dispute will be submitted to mediation within fifteen (15) days of a written demand for mediation from one Party to the other. If the mediation is not successful, the matter in dispute shall be submitted for final and binding arbitration by the same mediator to be held no later than thirty (30) days after the conclusion of the mediation, as signified by a written notice from the mediator that mediation has terminated. Within five (5) days of the date of the mediator's notice, any party desiring arbitration shall concisely state the matter(s) in dispute, the position of the Party with respect to such matter(s) and the Party's proposed resolution of the same.

a. During any negotiations conducted pursuant to this Agreement, the Parties will keep and maintain a record of all issues upon which agreement has been reached. To narrow and focus the issues that may need to be resolved in an arbitration proceeding, each of the submittals by the Parties shall include all points that have been agreed to by the Parties during their negotiations.

b. Any arbitration proceeding shall be conducted in accordance with the Uniform Arbitration Act found at C.R.S. §13-22-201 et seq. (or a successor statute). The purpose of the arbitrator's role is to produce a final decision of any matter submitted for arbitration to which the Parties herein agree to be bound. The place of arbitration shall be at the offices of JAG in Denver, Colorado.

c. The JAG mediator/arbitrator shall, ideally, be possessed of demonstrated experience in matters pertaining to the law of oil and gas development, and, at a minimum, Colorado law of real property governing the use and enjoyment of surface and subsurface estates. If the Parties cannot reach agreement on the choice of JAG mediator/arbitrator within ten (10) days of the original demand for arbitration (or such other time as may be agreed to by the Parties), they shall abide by the assignment of JAG mediator/arbitrator made by the JAG Administrator.

e. For any matter requiring judicial resolution in connection with the arbitration, including the enforcement of any award, enforcement of this agreement to arbitrate, or injunctive relief to preserve the status quo pending arbitration, the Parties agree to the exclusive jurisdiction of the State District Court of the County of Adams, Colorado.

f. The Parties shall share equally in the cost of retaining the services of JAG for any mediation or arbitration conducted hereunder and each shall be solely responsible for its own costs and expenses of preparing for and pursuing any mediation or arbitration.

g. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation arising out of this contract, the arbiter or court shall award to the prevailing party all reasonable costs and expenses, including attorney and legal fees. If there is no prevailing party, the Parties shall share equally in the cost of retaining the services of JAG for any mediation or arbitration conducted hereunder.

14. Warranty of Title. Lessor makes no warranty of title; Lessee to rely on its own title investigation. Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

15. Indemnity. Lessee will indemnify and hold Lessor, its officers, directors, employees, agents, successors and assigns (hereafter collectively referred to as "Indemnified Parties") harmless from any and all claims, demands, suits, losses, damages, and costs (including, without limitation, any attorney fees) incurred by the Indemnified Parties which may be asserted against the Indemnified Parties by reason of or which may arise out of or which may be related to Lessee's activities or Operations on the leased premises (including, without limitation, any claims by any owners or lessees of minerals that Lessee's operations hereunder are either illegal, unauthorized, or constitute an improper interference with their rights). This indemnity specifically includes any claim of whatever nature which may be asserted by reason of or which may arise out of or which may be related to the completion or fracturing or refracturing of any well drilled by Lessee on the leased premises or lands pooled or unitized therewith and shall survive the termination of this lease.

16. Successors and Assigns. This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to Lessor and Lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as Lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSOR(S):
City of Brighton

Name:
Title:

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

§

COUNTY OF _____

The foregoing instrument was acknowledged before me this on this _____ day of _____, 2020 by _____, as _____ of the **City of Brighton**, on behalf of the corporation.

[Notary Seal]

Notary Public Signature

Request for Taxpayer Identification Number and Certification

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

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

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number											
				-			-				
or											
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 for Part II, later.

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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