MUSKEGON COUNTY BOARD OF COMMISSIONERS
FULL BOARD
AGENDA

June 25, 2019 – 3:30 PM
Hall of Justice, 4th Floor
990 Terrace, Muskegon, MI

Susie Hughes, Chair
Gary Foster, Vice-Chair

1) Call to Order
2) Invocation: Pastor Mike VanKampen, Fellowship Church
3) Pledge of Allegiance
4) Roll Call
5) Approval of Agenda
6) Approval of the Minutes of June 11, 2019
7) Public Comment (on an agenda item)
8) Presentation: Muskegon Area Robotics Team/Mentors – 2nd Place Worldwide Finish
9) Communications
   - Cheboygan County Resolution: Support of H.R. 530, the Accelerating Wireless Broadband Development Empowering Local Communities Act of 2019
10) Committee/Board Reports
   A. Transportation Committee
   B. Ways & Means Committee

Public Comment
Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the commission and state their name for the record. Comments shall be limited to two (2) minutes for each participant, unless time is extended prior to the public comment period by a vote of a majority of the commission.
11) Chairman’s Report/Committee Liaison Reports

A. Mona Lake Community Paddle: Saturday, June 29th – 8 AM – 10:30 AM
Mona Lake Park

B. Star Party: Saturday, June 29th – 9 PM – 11:30 PM – Muskegon State Park

C. Muskegon Rock Stock: Wednesday, July 3rd – Sunday, July 7th – Heritage Landing

D. 4th of July Fireworks
- Muskegon Rock Stock – Heritage Landing
- USS LST Veterans Museum
- Fireworks Cruise Aboard the Aquastar
- Whitehall/Montague – North end of White Lake
- Twin Lake Park

E. City of Muskegon’s 150th Celebration: Thursday, July 11th – Saturday, July 13th
Heritage Landing

12) Administrator’s Report

A. Authorize Sale of Property between Muskegon County and Earthtronics, INC

B. Authorize Board Chair to Sign Proposed Consent to Enter Private Property to Allow
EGLE to Conduct Necessary Response Activities with Muskegon County Airport

C. Approve Automatic Renewal of Contract with Government Payment Services, Inc.

D. Approve Resolution Authorizing Installment Purchase Agreement and Execution of
Five Year Master Tax-Exempt Installment Purchase Agreement with Key
Government Finance, Inc., for Purchase of Server and Storage Capacity

E. Upcoming Board Work Session: Board Rules – Thursday, July 11th – 2:30 PM

13) Old Business

14) New Business

15) Public Comment

16) Closed Session: Pursuant to MCL15.268(e) to Discuss Pending Litigation
(Case No. 1:18-cv-01284-JTN-ESC)

17) Adjournment
WHEREAS, the implementation of fifth generation (5G) mobile technology requires thousands of small cell wireless facilities to be installed within municipal units across the nation; and

WHEREAS, on August 2, 2018 and September 26, 2018, the Federal Communications Commission (FCC) adopted orders that would limit the annual fees municipal units are permitted to set for use of public right-of-ways; and

WHEREAS, the FCC’s actions restricts communities ability to manage its right-of-ways; and

WHEREAS, H.R. 530, the Accelerating Wireless Broadband Development by Empowering Local Communities Act of 2019, was introduced in the House of Representatives and would cause the FCC adopted orders to have no force or effect; and

NOW, THEREFORE BE IT RESOLVED that the Cheboygan County Board of Commissioners does hereby Support H.R. 530, the Accelerating Wireless Broadband Development Empowering Local Communities Act of 2019, which would cause the Federal Communications Commission’s actions taken on August 2, 2018 and September 26, 2018 restricting municipal control over permits for wireless facilities to have no force or effect.

BE IT FURTHER RESOLVED that this resolution will be forwarded to President Donald J. Trump, U.S. Senator Gary Peters, U.S. Senator Debbie Stabenow, Congressmen Jack Bergman, State Representative Sue Allor, State Representative Lee Chatfield, State Senator Wayne Schmidt and Governor Gretchen Whitmer.

Karen L. Brewster
Cheboygan County Clerk Register

John B. Wallace, Chairperson
Cheboygan County Board

I, Karen L. Brewster, Clerk of the County of Cheboygan, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Commissioners at a regular meeting on June 11, 2019.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the County of Cheboygan on the 11th day of June 2019 at Cheboygan, Michigan.

Karen L. Brewster
Cheboygan County Clerk/Register
The Transportation Committee met on June 18, 2019; it was recommended, and I move:

TR19/06-18  To approve the purchase of two Toro Grand Stand mowers and attachments from Mason Lawn & Snow in the amount of $27,931.98 with 100% of the purchase funded through the Airport’s approved FY19 Budget (5810-0536-977.000 Equipment).

TR19/06-19  To approve the purchase of a Polaris Ranger 750 EPS for airport maintenance purposes from Babbitt’s in the amount of $16,488.02 with 100% of the purchase funded through the Airport’s approved FY19 Budget (5810-0536-977.000 Equipment).

TR19/06-20  To approve the Airport’s request to increase the Airport Administrative Analyst (NX-0220) salary from Step 3 ($24.7140/hour) to Step 5 ($27.0930/hour) and adding a new Step 7 to the salary range ($29.7660/hour); and modify the proposed FY20 budget accordingly to cover the full amount of the proposed annual salary increase (approximately $5,000).
The Ways & Means Committee met on June 18, 2019, it was recommended and I move:

WM19/06 - 75 To approve payment of the accounts payable of $13,409,727.23, covering the period of May 24, 2019 through June 6, 2019 for checks as presented by the County Clerk.

WM19/06 - 77 To approve a 35 hour work week with 5 furlough hours per week for Karen Miller Accountant II position (X02001) for the period from June 24 – August 30, 2019.

WM19/06 - 78 To award the contract for custodial and cleaning services at the Convention & Visitors Bureau and the Muskegon County Airport to Professional Building Services LLC for a five year period pursuant to RFP 19-2326 and authorize the Chair and Clerk to execute the agreement.

WM19/06 - 79 To award the contract for custodial and cleaning services at the two MATS facilities, Louis A. McMurray Conference Center and the Herman Ivory Terminal to Professional Building Services LLC for a five year period pursuant to RFP 19-2325 and authorize the Chair and Clerk to execute the agreement.

WM19/06 - 80 To award the contract for custodial and cleaning services at the South Campus to Professional Building Services LLC for a five year period pursuant to RFP 19-2324 and authorize the Chair and Clerk to execute the agreement.

WM19/06 - 81 To award the contract for custodial and cleaning services at the HealthWest sites to Professional Building Services LLC for a five year period pursuant to RFP 19-2323 and authorize the Chair and Clerk to execute the agreement.

WM19/06 - 82 To award the contract for custodial and cleaning services at the Michael E. Kobza Hall of Justice and Heritage Landing to Professional Building Services LLC for a five year period pursuant to RFP 19-2322 and authorize the Chair and Clerk to execute the agreement.

WM19/06 - 83 To authorize the creation of the Land Bank Groundskeeper/Maintenance Technician position at the GU 00240 pay grade $17.01 to $24.54 per hour effective immediately and approve the Human Resource Department to begin the recruitment process.

Motion Postponed:

WM19/06 - 76 To approve the repayment schedule of the City of Muskegon $1,000,000 promissory note as follows:

July 1, 2019 $400,000  
July 1, 2020 $200,000  
July 1, 2021 $100,000  
July 1, 2022 - July 1, 2027 $50,000 per year
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

Staff seeks approval of an Agreement for Sale of Property between Muskegon County and Earthtronics, INC, for lot 31 of the Airport Business Park (Parcel 27-648-000-0031-00 and part of the lot located at 735 Ellis Road (Parcel 61-27-120-200-0004-00).

The size of the parcels are as follows:
- Lot 31 – 2.87 Acres
- Part of 735 Ellis Road - 1.56 Acres

Total Acres – 4.43 Acres

The total sale price for the parcels is $95,000.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to authorize Sale of Property between Muskegon County and Earthtronics, INC, for lot 31 of the Airport Business Park (Parcel 27-648-000-0031-00 and part of the lot located at 735 Ellis Road (Parcel 61-27-120-200-0004-00) for $95,000 and authorize the Chair to sign the purchase agreement.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:  

FINANCE & MANAGEMENT ANALYSIS:  

CORPORATE COUNSEL ANALYSIS:  

ADMINISTRATOR RECOMMENDATION:  

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee

AGENDA DATE: 6/25/19  
AGENDA NO.:  
BOARD DATE: 6/25/19  
PAGE NO.  

Revised 6/18/19
PROPERTY FEATURES

- Address: 99 Sinclair Drive
- Community: City of Norton Shores
- Special Use District Zoning—Commercial/Industrial
- All Utilities to each lot
- Sale Price $30,000 an acre
- Business Friendly Community
- Shovel ready
- Some parcels may be acquired with adjoining lots for a larger development
- Highway / Airports / Ports
  - Interstate US-31, <1 mile
  - I-96, <1 mile
  - Muskegon Airport, <1 mile
  - Grand Rapids Airport, 50 miles
  - Port of Muskegon, 5 miles

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BUY AND SELL AGREEMENT
FOR VACANT LAND

Office of Capstone Real Estate, LLC
Grand Haven, Michigan Phone: 616-847-1031 Fax:

Email: Dave@CapstoneCompanies.net

Offer Date: 6-12-2019 (time)

1. Agency Disclosure. The undersigned Buyer and Seller each acknowledge the Broker named above is acting as inchoate one:

☐ Subagent of the Seller ☑ Agent of the Buyer ☐ Dual Agent (with written, informed consent of both Buyer and Seller)

☐ Other (specify):

2. Buyer's Offer. The undersigned Buyer hereby offers and agrees to purchase property located in the City of Norton Shores, Muskegon County, Michigan, commonly known as Lot 31 of Musk Airport Indl Park + part of 735 Ellis

Permanent Parcel Number 27-648-000-031-00 and part of 61-27-120-200-0004-00 and legally described as follows:

Legal descriptions and PPI’s to be confirmed by survey and title work

(the "Land"), together with all fixtures and improvements situated on the Land (the "Improvements"), all of which is collectively referred to herein as the "Premises", except the following:

NOTE - "Premises" shall be Lot 31 and the portion of the property commonly known as 735 Ellis shaded on Exhibit 1.

3. Purchase Price. The purchase price for the Property is:

Ninety-Five Thousand and No/100

Dollars ($95,000.00).


Terms of Payment. The purchase price shall be paid at the closing by Buyer to Seller as indicated by "X" below (mark one box or the other under this subparagraph "A").

☐ Cash. Buyer shall pay the full purchase price to Seller upon execution and delivery of warranty deed and performance by Seller of the closing obligations specified in this agreement.

☐ Land Contract. Buyer shall pay the full purchase price to Seller pursuant to the terms and conditions stated in the Commercial Alliance of REALTORS® Land Contract form, unless the parties mutually agree upon a different form of land contract, upon performance by Seller of the closing obligations specified in this Agreement. The Land Contract shall provide a down payment of $ and payment of the balance $ in installments of $ or more, at Buyer's option, including interest at the rate of % per annum computed monthly, interest to start on date of closing, and first payment to become due after date of closing. The entire unpaid balance will become due and payable months after closing. Seller understands that consummation of the sale or transfer of the Premises shall not relieve Seller of any liability that Seller may have under the mortgage(s) to which the Premises are subject, unless otherwise agreed to by the lender or required by law or regulation.

Financing. Indicate by an "X" below which applies (mark one box or the other under this subparagraph "B").

☐ No Financing Contingency. Buyer's obligation to purchase the Premises is not contingent upon Buyer obtaining financing for all or any portion of the purchase price.

☒ Financing Contingency. Buyer's obligation to purchase the Premises is contingent upon Buyer obtaining financing for the purchase of the Premises that is acceptable to Buyer, in Buyer's sole and absolute discretion, within forty-five (45) calendar days of the Effective Date of this Agreement (the "Financing Contingency Period"). Buyer agrees to diligently pursue in good faith obtaining financing for the purchase of the Premises. If after making such diligent effort Buyer fails to obtain financing for the purchase of the Premises that is acceptable to Buyer within the Financing Contingency Period, then Buyer may terminate this Agreement without liability and receive a refund of any deposit by delivering a written notice of termination to Seller in accordance with this Agreement within the Financing Contingency Period. If Buyer does not deliver a written notice of termination to Seller within the Financing Contingency Period, then Buyer shall be deemed to have waived this financing contingency.

5. Survey. Seller shall provide Buyer with a copy of any existing survey of the Premises that Seller has in Seller's possession within five (5) days of the date of the Effective Date. In addition, (select one of the following):

☐ A new survey:

☒ ALTA showing all easements of record, improvements and encroachments, if any, and completed to the most current ALTA/NSPS Land Title Survey minimum requirements; or

☐ boundary survey with iron corner stakes and with all easements of record, improvements and encroachments, if any; or

☐ A recertified survey; or

☐ No new or recertified survey;

shall be ☒ obtained by Buyer at Buyer's expense; or ☐ provided by Seller to Buyer at Seller's expense, within thirty (30) calendar days after the title insurance commitment referenced in this Agreement has been provided by Seller to Buyer under the terms of Title Insurance paragraph contained in this Agreement. If Seller is responsible to provide a new or recertified survey under this paragraph and fails to do

Lot 31 Ind'l Park + 735 Ellis

[Signature] Buyer's Initials

[Signature] Seller's Initials

Property Address: (City of Norton Shores, Muskegon County, Michigan)
Buy and Sell Agreement for Office, Commercial, Industrial, and Multi-Family Property

6. Title Insurance. At Seller's expense, Seller shall provide Buyer with a standard ALTA owner's policy of title insurance in the amount of the purchase price, effective as of the date of closing. A commitment to issue such policy insuring marketable title (as defined in this Agreement) vested in Buyer, including a tax status report, shall be obtained within seven (7) calendar days after the Effective Date, and shall be delivered, with copies of all title exception documents, as soon as feasible thereafter. (Note that some title commitments do not report on the status of oil, gas, or mineral rights.) If any matter disclosed by the title commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall have the right to terminate this Agreement by giving Seller written notice within seven (7) calendar days after copies of both the title commitment and survey referenced in this Agreement above are delivered to Buyer, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. If any matter disclosed by the title commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Premises, Buyer shall give Seller written notice of the matter within ten (10) calendar days after copies of both the title commitment (and all exception documents identified in the title commitment) and survey referenced in this Agreement are delivered to Buyer. If Seller fails to cure the matter within ten (10) calendar days of receiving written notice of Buyer's termination, otherwise Buyer's right to terminate this Agreement pursuant to this paragraph shall be deemed to have been waived. Other:

7. Inspections. By signing this Agreement, Buyer is representing that the Buyer is aware that professional services are commercially available at a fee by experts selected by Buyer. The Buyer has elected to arrange and pay for services/invetigations, including, but not limited to, the following:
- [ ] No Inspections
- [ ] Soil Borings
- [ ] Zoning
- [ ] Site Plan Approval
- [ ] Utilities
- [ ] Permitting
- [ ] Other (specify):

The Buyer shall have the right to terminate this Agreement if the due diligence results are not acceptable to the Buyer by giving Seller written notice within ninety (90) calendar days after the Effective Date of this Agreement, otherwise the right to terminate shall be deemed to have been waived. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether made intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, Buyer agrees to accept the Property "as is" and "with all faults" (whether obvious or concealed) except as otherwise expressly provided in the documents specified in the preceding sentence. Other:

8. Closing Adjustments. The following adjustments shall be made between the parties as of the close of business on the closing date, with Buyer receiving a credit or assuming responsibility, as the case may be, for amounts attributable to time periods following the closing date:
- a. Prepaid rent and Additional Rent (as defined in this paragraph);
- b. Interest on any existing indebtedness assumed by Buyer;
- c. Charges for any transferable service contracts assigned to Buyer described in Exhibit D;
- d. Utility deposits;
- e. Security deposits;
- f. Additional Rent (as defined below).

If any tenant is late, delinquent or otherwise in default, in the payment of rent on the closing date, Seller shall assign to Buyer the claim for and the right to collect the rent. Buyer shall pay such past due rent to Seller promptly upon receipt; but Buyer shall not be obligated to file suit to collect such rent and shall subrogate the claim to Seller on demand. If any tenants are required to pay percentage rent, charges for real estate taxes, Insurance, common area maintenance expenses, or other charges of a similar nature ("Additional Rent"), and any Additional Rent is collected by Buyer after closing attributable in whole or in part to any period prior to closing, Buyer shall promptly pay to Seller Seller's proportionate share of the Additional Rent.

9. Property Taxes. All property taxes first billed prior to the year of closing will be paid by Seller, without proration. All property taxes billed or to be billed in the year of closing will be paid as follows (choose one):
- [ ] No Prorations
- [ ] Buyer: Seller shall pay the taxes billed in July.
- [ ] Buyer: Seller shall pay the taxes billed in December.

[ ] Calendar Year Proration. Combined per diem tax amount representing both the July bill and the December bill shall be calculated based on a 365 day year. Seller shall be responsible for the per diem total from January 1 to, but not including, the day of closing. Buyer shall be responsible for the difference between the total of the two tax bills and the Seller's share. If the amount of either tax bill is unknown on the day of closing, such amount shall be based on the prior years' tax bill.

Lot 31 1st Park + 735 Ellis

[Signature] Buyer's Initials

[Signature] Seller's Initials

Payalty Adams, Esq.
Revolutionary Office of RECREATIONAL PROPERTY
Revision Date: 5/2/18
10. Special Assessments, and deferred assessments, whether due in installments or otherwise, which are due and payable on or before the closing shall be paid by the Seller. All other special assessments, including deferred assessments, for improvements, now installed, not yet installed, or in the process of being installed, that are first due and payable after the closing shall be paid by Buyer. Other:

11. Conveyance. Upon performance by Buyer of the closing obligations specified in this Agreement, Seller shall convey the marketable title to the Property to Buyer by warranty deed or agree to convey marketable title by land contract or assignment, as required by this Agreement, including, oil, gas and other mineral rights owned by Seller, if any, subject only to existing zoning ordinances, and the following matters of record: building and use restrictions, easements, oil and gas leases, and reservations, if any. As used herein, "marketable title" means marketable title within the meaning of the Michigan 40-Year Marketable Title Act (Mich. Comp. Laws §§ 665.101 et seq.).

The following paragraph applies only if the Property Includes unpatrolled land:
Seller agrees to grant Buyer at closing the right to make ______ division(s) under Section 108 (2), (3) and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parcel parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or Broker do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Buyer's receipt of municipal approval, on or before ______ closing deadline _______. (date), of the proposed division to create the Premises. Other:

12. Warranties of Buyer. Except as otherwise provided or acknowledged in this Agreement, Buyer represents and warrants to Seller as follows:
   a. The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.
   b. There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know or have reason to know of any ground for any such litigation or proceeding, which could have an adverse impact on Buyer's ability to perform, or Seller's Interests, under this Agreement.
   c. In entering into this Agreement, Buyer has not relied upon any written or verbal representations made by Seller or any representative of Seller, including any real estate salesperson, regarding the Property or any aspect of this transaction, which are not expressly set forth in this Agreement.
   d. Other:

13. Warranties of Seller. Except as otherwise provided or acknowledged in this Agreement, Seller represents and warrants to, and agrees with Buyer as follows:
   a. Seller's interest in the Property shall be transferred to Buyer on the closing date, free from liens, encumbrances and claims of others.
   b. The performance of the obligations of Seller under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Seller or the Property.
   c. There is no litigation or proceeding pending or to Seller's knowledge threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any ground for any such litigation or proceeding which could have an adverse impact on Seller's ability to perform under this Agreement or which could adversely affect Buyer's title or use of the Property.
   d. Seller shall continue to operate the Property in the ordinary course of business and maintain the Property in a state of good condition and repair during the Interim between the signing of this Agreement and the closing date.
   e. If a statement(s) of Income and expense with respect to the operation of the Property is (are) described in Exhibit B, such statement(s) is (are) accurate for the period(s) designated in the statement(s).
   f. The information concerning written leases and tenancies not arising out of written leases described in Exhibit B is accurate as of the Effective Date, and there are no leases or tenancies with respect to the Premises other than those described in Exhibit B (the "Leases"). The warranties in this paragraph do not apply to oil and gas leases, if any. Except as otherwise described in the documents that will be delivered pursuant to the Index of Exhibits:
      1. All of the Leases are in full force and effect, no party thereto is in material default thereunder, and none of them have been modified, amended, or extended beyond what will be delivered per Exhibit B; with respect to renewal or extension options, options to purchase the Premises, advance payments in excess of one month, common area maintenance and utility fees, and security deposits, these items are set forth in the written leases described in Exhibit B.
      2. No real estate brokerage commission will become owing in the event of any tenant's exercise of any existing option to renew the term of any lease or purchase of the Premises.
   g. With respect to underlying land contracts or mortgages, the sale will not accelerate indebtedness, increase interest rates, or impose penalties and sanctions.
   h. Seller is without personal knowledge as to the presence on the Property of any toxic or hazardous substances or of any underground storage tanks.
   i. Other:

Lot 31 Indi Park + 735 Ellis

[Signature]
[Signature]
Buyer's Initials
Seller's Initials

[Date]
14. Damage to Buildings. If between the Effective Date and the closing date, all or any part of the Property is damaged by fire or natural elements or other causes beyond Seller's control that cannot be repaired prior to the closing date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Buyer of such occurrence, and either Seller or Buyer may terminate this Agreement by written notice to the other within fifteen (15) days after the date of damage or taking. If neither elects to terminate this Agreement, there shall be no reduction in the purchase price and, at closing, Seller shall assign to Buyer whatever rights Seller may be due to any insurance proceeds or eminent domain award.

15. Closing. The closing shall be held on or before 105 days from Eff Date (date) and as promptly as practical after all necessary documents have been prepared. An additional period of 30 days shall be allowed for closing to accommodate delays in title work or the correction of title defects and/or survey problems which can be readily correctable, delays in obtaining any required inspections, surveys or reports, delays in completing Environmental Site Assessments, Baseline Environmental Assessment or Due Care Plant/Section 7a Compliance Analyses (if such assessments or reports were ordered in a timely manner), or if the terms of purchase require participation of a lender and the lender has issued a commitment consistent with the requirement but is unable to participate in the closing on or before the required date.

16. Possession. Seller shall tender possession of the Property upon completion of the closing, subject to all existing leases and rights of tenants in possession. Other:

Possession shall transfer free of any leases and possessory rights of others.

17. Seller's Closing Obligations. At closing, Seller shall deliver the following to Buyer:
   a. The warranty deed, land contract or assignment of land contract required by this Agreement.
   b. A bill of sale for any Personal Property (described in Exhibit "D").
   c. A written assignment by Seller of Seller's interest in all leases and a transfer to Buyer of all security deposits, accompanied by the original or a true copy of each lease.
   d. An assignment of all Seller's rights under any Service Contracts described in Exhibit C which are assignable by their terms and which Buyer wishes to assume, together with an original or true copy of each Service Contract assigned.
   e. A notice to any tenants advising the tenants of the sale and directing that future payments be made to Buyer.
   f. An accounting of operating expenses including, but not limited to, CAM, taxes, insurance, and Additional Rent, collected in advance or arrears, spent or not yet spent by Seller, showing an accurate allocation between the parties pursuant to the leases.
   g. Payment of the County and State real estate transfer tax.
   h. Any other documents required by this Agreement to be delivered by Seller.

18. Buyer's Closing Obligations. At closing, Buyer shall deliver to Seller the following:
   a. The cash portion of the purchase price specified in this Agreement shall be paid by cashier's check or other immediately available funds, as adjusted by the apportionments and assignments in accordance to this Agreement.
   b. A written assumption by Buyer of the obligations of Seller under the leases arming after closing, including an acknowledgement of the receipt of all security deposits.
   c. Any other documents required by this Agreement to be delivered by Buyer.

19. 1031 Tax Deferred Exchange. Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.

20. Notices. Any notice required or permitted to be given hereunder shall be deemed to have been properly given, if it is written and delivered to the parties at the addresses shown below, and shall be deemed received (a) upon delivery, if delivered in person or by facsimile transmission, with receipt thereof confirmed by printed facsimile acknowledgement, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, (c) two (2) business days after having been deposited in any U.S. post office or mail depository and sent by certified mail, postage paid, return receipt requested, or (d) upon sending, if sent by e-mail (with a confirmation copy sent the same day by overnight delivery).

21. Authority of the Parties. Each of the undersigned individuals who have signed this Agreement on behalf of Seller and Buyer entities represent and warrant that he/she is authorized to sign this Agreement on behalf of such party and to bind such party to the requirements of this Agreement.

22. Additional Acts. Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts after the closing as may become necessary to effectuate the transfers contemplated by this Agreement.

23. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

24. Earnest Money. Buyer gives
   a. Capstone Real Estate
   b. Broker, three (3) days to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller.

   Buyer shall deposit $ 10,000.00 with Transnation Title Agency, Escrow Agent, [Insert name of Broker, Title Company or other] with this offer or within 2 business days after acceptance of this offer, evidencing Buyer's good faith, to be held by the Escrow Agent and to apply to the purchase price or the down payment portion thereof where applicable. If the offer is not accepted, or the title is not marketable, or if the purchase is contingent upon conditions specified that cannot be met, this deposit shall be promptly refunded. If the Buyer defaults, all deposits made may be forfeited as liquidated damages at Seller's election, or alternatively, Seller may retain the deposit as part payment of the purchase price and pursue Seller's legal or equitable remedies against Buyer. If the sale is not closed according to its terms, the selling Broker may notify Buyer(s) and Seller(s) of Escrow Agent's intended disposition of earnest deposit, and all parties shall be deemed to have agreed to the disposition of the earnest money deposit unless Escrow Agent in notified of a court action pending concerning this sale or disposition of earnest money within thirty (30) days after notice to the parties.

Lot 31 Ind'l Park + 736 Ellie

Buyer's Initials

Seller's Initials
25. **Disclosure of Price and Terms.** The purchase price and the terms of this sale may be disclosed by the Commercial Alliance of REALTORS® Mobile Listing Service (CAMS) in the ordinary conduct of its business. Deletion of this paragraph shall not be considered a counter acceptance.

26. **Credit Reports.** Buyer consents that, if not otherwise prohibited, the Broker(s) may give Seller information about the Buyer contained in a credit report that may be furnished to the Broker(s) by a credit reporting agency.

27. **Advice of Counsel.** Buyer acknowledges that the Broker has recommended that the parties retain an attorney or attorneys to review the terms of this Agreement.

28. **Attorneys' Fees.** In the event of litigation arising from the failure or alleged failure of either party to perform its obligations under this Agreement, the party prevailing in that litigation (including appeals of all levels) shall be entitled to collect its court costs and reasonable attorneys' fees incurred in connection with such litigation from the other party. The provisions of this Section shall survive Closing or termination of this Agreement.

29. **Environmental.**

   A. Notice to buyers and sellers (environmental risks). Whenever real property is acquired or occupied, the buyer incurs some degree of risk with regard to potential environmental contamination and/or protected natural resources on the property. Various federal, state, and local laws may impose liability upon the buyer for the remediation of the contamination even though the buyer did not cause it, or may restrict the buyer's ability to fully develop or utilize the property. Such risk can be minimized through the performance of environmental due diligence. Additionally, sellers are advised that they may have an obligation to provide certain environmental information and/or disclosures to prospective buyers. The failure to provide such information or disclosures may subject a seller to potential liability or result in the loss of certain liability protections.

   No real estate brokers/salespersons in this transaction possess the expertise necessary to assess the nature or extent of these environmental risks or to determine the presence of environmental contamination or protected natural resources. The real estate brokers/salespersons involved in this transaction do not make independent investigations as to environmental contamination or protected natural resources with respect to any property, and they make no representations regarding the presence or absence, now or in the past, of environmental contamination. It is therefore prudent for each party to this transaction to seek legal and technical counsel from professionals experienced in environmental matters to provide an evaluation of the environmental risks associated with the transaction.

B. Environmental reports and assessments.

   1. **Within seven** calendar days of the Effective Date, Seller shall deliver to Buyer copies of any existing reports, data, plans, permits, notices and/or information in Seller's possession relating to environmental matters pertaining to the Premises ("Seller's Environmental Documents").

   2. Buyer shall have a period of **forty-five** calendar days after the Effective Date to evaluate environmental matters relating to the Premises ("Environmental Due Diligence Period"). Buyer and Buyer's agents shall have the right to enter upon the Premises during the Environmental Due Diligence Period during reasonable business hours for the purpose of conducting, at Buyer's expense, any environmental assessments of the Premises that Buyer deems appropriate, which assessments may include, but shall not be limited to, a Phase I Environmental Site Assessment, Transaction Screen, and/or evaluation of other regulated conditions or matters such as wetlands, asbestos containing materials, mold, or lead-based paint ("Environmental Assessments"). The Environmental Assessments may include the collection or analysis of samples of soil, groundwater, soil gas, indoor air, surface water, building components or any other environmental medium unless Buyer obtains prior written consent from Seller, which consent shall not be unreasonably withheld, delayed or conditioned. Buyer agrees that the Environmental Assessments shall not unreasonably interfere with the rights of Seller or any tenants in possession and Seller agrees to reasonably cooperate and to request that its tenants reasonably cooperate with the Environmental Assessments.

   3. Buyer shall have the right to terminate this Agreement if Seller's Environmental Documents or the Environmental Assessments are not acceptable to Buyer by delivering written notice to Seller prior to the expiration of the Environmental Due Diligence Period. If Buyer determines that any additional environmental due diligence activities (including, but not limited to, any additional environmental investigations, reports, approvals or permits) are warranted, then Buyer may provide Seller with a proposed amendment to this Agreement to extend the Environmental Due Diligence Period to allow Buyer to conduct such activities. If Buyer does not deliver a termination notice or proposed amendment to Seller prior to the expiration of the Environmental Due Diligence Period, then Buyer shall be deemed to have waived any objections to environmental matters relating to the Premises. If Buyer provides Seller with a proposed amendment to this Agreement, then Seller shall have a period of **seven** calendar days to execute or negotiate mutually acceptable terms for such amendment, otherwise Buyer may, but shall not be obligated to, terminate this Agreement by delivering written notice to Seller within two (2) calendar days after Seller's deadline for executing or negotiating an amendment to this Agreement.

   4. If the Environmental Assessments cause any damage to the Premises, Buyer agrees to reasonably restore the Premises to the condition that existed prior to such damage. The restoration obligation does not require the remediation of any existing environmental condition, Buyer shall indemnify, defend and hold Seller and Broker harmless from and against any damage to persons or property caused by Buyer or Buyer's agents in conducting the Environmental Assessments.

C. **Non-disclosure.**

   1. Seller's Environmental Documents or the Environmental Assessments identify the Land as a "facility" as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, Public Act 461 of 1994, as amended ("NREPA") or a site as defined in Part 213 of NREPA, then Buyer may conduct a Baseline Environmental Assessment ("BEA") and/or a Due Care Plan ("DCP"); provided, however, that Buyer may not submit or otherwise disclose such BEA, DCP, or similar report (e.g., a response activity plan) to the Michigan Department of Environmental Quality prior to closing unless Buyer obtains prior written consent from Seller.

   2. If Buyer exercises its right to terminate this Agreement pursuant to subparagraph (3) above, Buyer shall not disclose Seller's Environmental Documents or the Environmental Assessments to any third party unless required by mandatory disclosure pursuant to legal process. At Seller's request, Buyer shall provide copies of any Environmental Assessments to Seller.

D. **Other.**
Buyer and Seller agree to pay the broker(s) involved in this transaction a brokerage fee as specified in any agency agreement or other written agreement between them. In the event no such agreement exists, ☐ Buyer ☑ Seller agrees to pay a brokerage fee as offered on CAR MLS. This brokerage fee shall be paid in full promptly after it is earned, but not later than closing. Unless otherwise previously agreed, Buyer and/or Seller agree(s) that the brokerage fee may be shared by the recipient with any cooperating broker who participates in the sale, in such amount as the recipient decides, without further disclosure to or consent from Buyer and/or Seller. Seller and Buyer agree that the broker(s) involved in this transaction be an Intended third party beneficiary entitled to enforce the obligation set forth herein to pay the brokerage fee. Other:

31. Other Provisions:
Buyer’s obligation to close the transaction contemplated hereby is expressly contingent upon the following being met, to Buyer’s reasonable satisfaction, within 90 days after the Effective Date:

A. Buyer’s ability to secure a 12-year property tax abatement from City of Norton Shores;

B. Buyer’s ability to have an approximately 30,000 sf building and sufficient ancillary improvements (parking, storm water retention, etc.) for same designed and laid out on the Premises (the “Design Plan”); and

C. Any approvals necessary for the division of 735 Ellis and the combination of the eastern portion of 735 Ellis (shaded on Exhibit 1) with Lot 31 in order to create the “Premises”.

D. Municipal approval of the Design Plan and Buyer’s Intended use.

32. Effective Date. For purposes of this Agreement, the phrase, “Effective Date of this Agreement” (“Effective Date”) shall be the date upon which this Agreement is fully executed.

33. Index of Exhibits.

| No. | Applicable | Attached | Seller to Furnish with Counterpart signed by Buyer | Exhibit | Subject
|-----|------------|----------|-------------------------------------------------|---------|-----------
| □   | X          |         |                                                 | A       | Observers Regarding Real Estate Agency Relationships
| □   | X          |         |                                                 | B       | Survey and Express with respect to the operation of the Premises
| X   |            |         |                                                 | C       | Written leases and any tenancies not arising out of usual usage
| X   |            |         |                                                 | D       | Service Unlimited
| X   |            |         |                                                 | F       | Addendum
| X   |            |         |                                                 | I       | Depiction of the Premises

33. By signing below, Buyer acknowledges having read this Agreement and authorizes delivery of this Agreement to Seller.

Buyer: ____________________________
(print name of individual or entity)
Signature: ____________________________
Its: ____________________________
(if Buyer is an entity)
Buyer’s Address: ____________________________

Buyer: EARTHTRONICS, INC.
(print name of individual or entity)
Signature: ____________________________
Its: Executive Vice President
(if Buyer is an entity)
Bus. Phone: 231-337-1187
Fax: ____________________________
Email: Kevin@earthtronics.com

Lot 31 Ind Park + 735 Ellis

Property Address: ____________________________
(Commercial Alliance of REALTORS® Member)
Revised Date: 5/00/12

Buyer’s Initials: ____________________________
Seller’s Initials: ____________________________

13
33. SELLER'S ACCEPTANCE

Date: ____________________ Time: ____________________

The above offer is hereby accepted ☐ as written ☐ modified as follows: ☐

________________________________________________________

By signing below, Seller acknowledges having read and authorizes delivery of this Agreement to Buyer. If this Agreement is signed by Seller without any modifications, the date Seller signs becomes the Effective Date. If this Agreement is signed by Seller subject to any modifications, Seller gives Broker above named until _________________ (time) __________________ (date) to obtain Buyer's written acceptance of Seller's counter offer.

Seller: ____________________________
Name: ____________________________
Address: __________________________
Phone: ____________________________
Fax: ______________________________
Email: ____________________________

Signature: _________________________

Its: ______________________________
Name: ____________________________
Phone: ____________________________
Fax: ______________________________
Email: ____________________________

Signature: _________________________

34. BUYER'S RECEIPT OF ACCEPTANCE

Date: ____________________ Time: ____________________

Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If Seller's acceptance of Buyer's offer was subject to a counter offer, Buyer agrees to accept the terms of the counter offer:
☐ as written (with all other terms and conditions of Buyer's offer remaining unchanged); or ☐ ☐ modified as follows:

________________________________________________________

If Buyer is accepting a counter offer from Seller as written, the date Buyer signs below becomes the Effective Date. If Buyer is accepting Seller's counter offer subject to any modifications, Buyer gives Broker above named until _________________ (time) __________________ (date) to obtain Seller's written acceptance of Buyer's counter offer.

Buyer: ____________________________
Name: ____________________________
Address: __________________________
Phone: ____________________________
Fax: ______________________________
Email: ____________________________

Signature: _________________________

Its: ______________________________
Name: ____________________________
Phone: ____________________________
Fax: ______________________________
Email: ____________________________

Signature: _________________________

35. SELLER'S RECEIPT OF ACCEPTANCE

Date: ____________________ Time: ____________________

Seller acknowledges receipt of a copy of Buyer's acceptance of Seller's counter offer (if Seller made a counter offer), or Seller agrees to accept the terms of Buyer's counter offer as written. If Seller is accepting the terms of Buyer's counter offer as written, then the date Seller signs below becomes the Effective Date.

Seller: ____________________________
Name: ____________________________
Address: __________________________
Phone: ____________________________
Fax: ______________________________
Email: ____________________________

Signature: _________________________

Its: ______________________________
Name: ____________________________
Phone: ____________________________
Fax: ______________________________
Email: ____________________________

Signature: _________________________

Lot 31 Ind'l Park + 735 Ellis

Buyer's Initials: __________ Seller's Initials: __________
Good morning,

I am good with the price. We will get this to our Commissioners for their input and consideration.

Thank you,

Matthew Farrar  
Muskegon County  
Department of Public Works  
131 East Apple Avenue  
Muskegon, MI 49442  
(231) 724-6411

Bob,

Per our conversation this morning and your question, my DPW director confirmed that there is no issue with ingress/egress related to the 50 foot drainage easement. The easement is south of the cul-de-sac.

Also, he noted that the additional land is part of the original plat. This means that it is not solely City-owned (assuming records list the County as owner). So, this will simplify the transaction a bit — the proceeds need not be pro-rated between the City and County. The County will receive all proceeds.

Please let me know when you have Earthtronics’s SIC code and I’ll confirm that the company qualifies for an IFT.

Regards,

Mark
From: Mark Meyers
Sent: Friday, June 14, 2019 1:21 PM
To: Horn, Bob <Bob.Horn@am.jll.com>
Cc: Farrar, Matthew <FarrarMa@co.muskegon.mi.us>
Subject: RE: Airport Industrial Park Land

Thanks Bob. Good to see. I was steering them to that lot.

Matt, are you good with the price? I am. Prorate the proceeds since a portion of the land is City-owned?

I’ll discuss this with our planner regarding the size of the facility and also doing a land division to add the additional property.

Mark

From: Horn, Bob <Bob.Horn@am.jll.com>
Sent: Friday, June 14, 2019 1:01 PM
To: Mark Meyers <MarkM@NortonShores.org>
Cc: Farrar, Matthew <FarrarMa@co.muskegon.mi.us>
Subject: FW: Airport Industrial Park Land

Please see attached offer for Muskegon Airport Business Park.
Total acreage is 4.43, I believe which breaks out to $21,444.70 an acre. I believe there is an drain easement in this area.

Lot 31 advertised as 2.87
Part of property owned by Norton Shores 300x160=48,000 SF
140x160=21,000 SF

This is the same group that put in an offer on lots 6 & 20.
I will call to discuss.

Bob Horn SIOR
T +1 616 649 3533
M +1 616 540 1984

From: Dave Tencate <dave@capstonecompanies.net>
Sent: Thursday, June 13, 2019 5:39 PM
To: Horn, Bob <Bob.Horn@am.jll.com>
Subject: [EXTERNAL] Airport Industrial Park Land

As we discussed. Please confirm receipt, and let me know if questions.

David L. Ten Cate, JD, CCIM
CAPSTONE COMPANIES
300 Washington Avenue, Suite 100
Grand Haven, MI 49417
P: 616.847.1031
M: 616.502.1155
F: 616.846.4920
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE
Full Board

BUDGETED NON-BUDGETED PARTIALLY BUDGETED

REQUESTING DEPARTMENT
Airport/Public Works

COMMITTEE DATE REQUESTOR SIGNATURE
June 25, 2019 Mark Eisenbarth

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

Due to concerns of potential large costs for ongoing PFAS sampling of homes, conducting a hydrogeological study, and connection of additional homes to municipal water, Airport financial information was submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) as part of a review to determine if the Airport has the financial resources to cover these costs.

After review, EGLE has determined that Muskegon County does not have sufficient financial resources to conduct appropriate response activities (see attached letter). By signing the attached Consent to Enter Private Property, EGLE proposes to take over and fund future response activities subject to the limitations in the letter.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to authorize the Board Chair to sign the proposed Consent to Enter Private Property to allow EGLE to conduct necessary response activities on County property associated with the Muskegon County Airport.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:

FINANCE & MANAGEMENT ANALYSIS:

CORPORATE COUNSEL ANALYSIS:

ADMINISTRATOR RECOMMENDATION:

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee

AGENDA DATE: 6/25/19

AGENDA NO.: BOARD DATE: 6/25/19

PAGE NO.

Revised 6/18/19
CONSENT TO ENTER PRIVATE PROPERTY

Part 201 Site Name: Muskegon County Airport, 99 Sinclair, Norton Shores, Michigan Facility ID: 61000521

Request for Consent of Access to Addresses: 444 East Ellis Road, 497 Porter Road, 15 Randall Road, 250 Wellesley Drive, 4618 Martin Road, 4713 Martin Road, 769 Airport Road, Norton Shores, Michigan Parcel Numbers: 61-27-117-300-0002-00, 61-27-119-100-0043-00, 61-27-117-100-0002-00, 61-27-108-300-0001-00, 61-27-117-300-0001-00, 61-27-223-000-0149-10, 61-27-117-200-0008-00.

I, __________________________, Board Chair
Print Name
Title

County of Muskegon
Business or Entity Name (If Applicable)

990 Terrace
Street Address

Muskegon MI 49442
City State Zip Code

231-724-8883
Telephone Number

Owner of (or representative authorized by the owner to grant access to) the above described property/properties (the "Property"), having been informed of the request of the Department of Environment, Great Lakes, and Energy (EGLE) to conduct corrective actions on the Property, hereby voluntarily permit and authorize EGLE, its employees, contractors, or authorized representatives to have entry; and, as necessary, to re-enter the Property and to undertake corrective actions, including, but not limited to, installation of soil borings, installation of groundwater monitoring wells, the collection of soil, soil, gas and groundwater samples, excavation of soils, and dewatering and/or removal of groundwater. Additionally, corrective actions may include in-situ and/or ex-situ remediation of soil, soil vapor, and groundwater.

EGLE, its employees, contractors, or authorized representatives shall coordinate all access onto the Property with the Airport prior to entering onto Airport grounds. As a commercial service airport operated under Federal Aviation Regulations, access must be coordinated to minimize impact to normal operations, prevent creating an impact to safe operations, and prevent access by personnel and equipment unfamiliar with airport operations onto Airport grounds. The Airport will coordinate and accommodate all access requests to the greatest extent practicable consistent with airport operational and safety requirements.
I understand that EGLE has the authority pursuant to Section 20117 of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, to enter public or private property at all reasonable times for purposes that include, but are not limited to, investigating the existence, origin, nature, or extent of a release or threatened release of a hazardous substance into the environment.

I agree that the duration of this entry authorization shall be of such reasonable length to enable EGLE, its employees, contractors, or authorized representatives to satisfactorily complete the activities described above. If I choose to revoke this entry authorization, I agree that I will provide a revocation of entry in writing to Ms. Abigail Hendershott, District Supervisor, Grand Rapids District Office, Remediation and Redevelopment Division, EGLE, 350 Ottawa Avenue, NW, Unit 10, Grand Rapids, Michigan 49503-2341, at least thirty (30) days prior to the effective date of the revocation of entry authorization. I agree that the duration of this entry authorization shall continue until either I revoke it, or the activities described above are completed. I also agree that as long as this entry authorization remains in force, I will not interfere with, interrupt, change, or otherwise disturb any systems or equipment installed or utilized by EGLE, its employees, contractors, or authorized representatives.

Upon completion of the corrective actions performed under this Consent to Enter Private Property, EGLE will undertake reasonable efforts to restore, to the conditions that existed at the time this access was granted, any property, vegetation, and structures damaged by EGLE. I understand that EGLE's contractors are required through their contract with the State of Michigan to carry certain insurance coverages with respect to their activities.

This voluntary written permission is granted to the Department of Environment, Great Lakes, and Energy by:

__________________________
Signature of Property Owner or Authorized Representative

__________________________
Date
May 29, 2019

VIA E-MAIL and
CERTIFIED MAIL – 7017 2620 0000 2474 6183
RETURN RECEIPT REQUESTED

Mr. Mark Eisenbarth
Hall of Justice, 4th Floor
990 Terrace Street
Muskegon, Michigan 49442

Dear Mr. Eisenbarth:

SUBJECT: Analysis of Financial Capability to Conduct Response Activities and Provide Cost Reimbursement to the State at the Muskegon County Airport Facility
Site ID No.: 61000521

The purpose of this letter is to transmit the conclusions of the financial analysis completed by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to determine Muskegon County’s ability to conduct and/or pay for response activities at the above-subject Facility as required by Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

EGLE’s financial analysis determined that Muskegon County does not have financial resources sufficient to further conduct appropriate response activities at the Facility. EGLE has requested public funds to continue response activities at the Facility. These response activities are necessary to prevent and/or mitigate injury to the public health, safety and welfare, and to the environment.

The financial analysis was completed utilizing the United States Environmental Protection Agency Enforcement Economic Models software. The analysis was based substantially on the financial documents submitted by Muskegon County. The financial documents you submitted to EGLE will be destroyed or returned to you under separate cover. Please contact Ms. Nancy Johnson, District Enforcement Coordinator, Grand Rapids District Office, at 616-550-0996 or JohnsonN@michigan.gov regarding the return or destruction of financial documents.

Muskegon County’s current inability to pay for the necessary response activities does not release Muskegon County from the liability for undertaking these response activities at this Facility in accordance with the requirements set forth in Part 201, nor does it restrict EGLE from initiating other legal actions under applicable state and federal laws.
However, based upon Muskegon County's current financial condition and subject to Muskegon County providing voluntary access through execution of the attached Consent to Enter Private Property access form for the purpose of performing all necessary response activities, EGLE does not intend at this time to initiate further action to pursue the recovery of response activity costs incurred by EGLE or require to perform response activities at this Facility. EGLE's position is subject to change if it is revealed that the financial information Muskegon County provided is fraudulent or does not fully represent Muskegon County's current financial condition. EGLE reserves its statutory authority pursuant to Part 201 to reevaluate its position in the future for any reason, including changes in Muskegon County's financial condition.

Please find enclosed an access document entitled, Consent to Enter Private Property access form to be signed and returned to EGLE within ten days of receipt of this letter to the attention of:

Mr. Peter Van Heest  
Michigan Department of Environment, Great Lakes, and Energy  
Grand Rapids District Office  
350 Ottawa Avenue, NW, Unit 10  
Grand Rapids, Michigan, 49503-2341

If you have any questions concerning this matter, please contact Ms. Nancy Johnson, District Enforcement Coordinator, at the Grand Rapids District Office, at 616-550-0996, or at JohnsonN@michigan.gov. Technical questions regarding corrective actions at this Facility should be directed to Mr. Peter Van Heest, Project Manager, at 616-439-8019, or at VanHeestP@michigan.gov.

Thank you for your cooperation in this matter.

Sincerely,

Abigail Hendershott  
District Supervisor  
Grand Rapids District Office  
Remediation and Redevelopment Division  
616-888-0528

Enclosure

cc: Mr. Josh Mosher, EGLE  
Mr. David O'Donnell, EGLE  
Mr. Brad Ernisch, EGLE  
Ms. Nancy Johnson, EGLE  
Mr. Peter Van Heest, EGLE
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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<td>Beth Dick</td>
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**SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)**

On May 23, 2019, the Board authorized the issuance of request for proposals for debit and credit card processing services due to the expiration of services with our current service provider Government Payment Services, Inc. in July 2019. It has been recommended to look at various options including purchasing cooperatives through MiDeal, Michigan Association of Counties and National Association of Counties. In addition, it has been recommended that we have a committee with participants from the various departments that currently take credit card payments or would like to take credit card payments be involved in this process. We will also be looking into the capabilities of our new website for taking credit card payments.

In order to do a thorough job of researching all of these options and bringing forward the best solution to the Board for approval, more time is needed. According to Government Payment Solutions, Inc., our current contract has an evergreen clause that would automatically renew at the end of the initial contract term however we can terminate it at any time with 30 days-notice. Therefore, staff is recommending allowing the automatic renewal to occur with a 30 day termination notice to be given once the next service provider is selected, approved and implemented.

**SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)**

Move to approve allowing the automatic renewal of the contract with Government Payment Services, Inc. for debit and credit card processing services until the next service provider is chosen.

**ADMINISTRATIVE ANALYSIS (AS APPLICABLE)**

**HUMAN RESOURCES ANALYSIS:**

**FINANCE & MANAGEMENT ANALYSIS:**

[Signature]

**CORPORATE COUNSEL ANALYSIS:**

**ADMINISTRATOR RECOMMENDATION:**

[Signature]

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee.

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Revised 6/19/19
**REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON**

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**REQUESTING DEPARTMENT :** Finance  
**COMMITTEE DATE :** 6/25/19  
**REQUESTOR SIGNATURE :** Beth Dick/Ivan Phillips

**SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES):**

On May 23, 2019, the Board authorized awarding a 5 year contract for server and storage capacity to CDW Government, LLC for an annual amount not to exceed $500,000. Bond counsel was provided with a draft financing agreement through Key Government Finance, Inc. which is the company that CDW uses to finance equipment purchases through them. Bond counsel has reviewed and made the necessary changes to the agreement and provided the necessary Purchaser’s Counsel Opinion as required under the agreement. Because this is a material financial obligation the County is entering into, bond counsel has prepared the attached resolution for approval.

**SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES):**

Move to approve the Resolution Authorizing Installment Purchase Agreement and authorize the execution of the 5 year Master Tax-Exempt Installment Purchase Agreement with Key Government Finance Inc., with the signature of the Board Chair for the purchase of server and storage capacity.

**ADMINISTRATIVE ANALYSIS (AS APPLICABLE):**

**HUMAN RESOURCES ANALYSIS:**

**FINANCE & MANAGEMENT ANALYSIS:**

\[Signature\]

**CORPORATE COUNSEL ANALYSIS:**

**ADMINISTRATOR RECOMMENDATION:**

\[Signature\]

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee.

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Revised 6/21/19
RESOLUTION AUTHORIZING
INSTALLMENT PURCHASE AGREEMENT

County of Muskegon, Michigan

Minutes of a regular meeting of the Board of Commissioners of the County of Muskegon, State of Michigan, held on the 25th day of June, 2019, at 3:30 p.m., prevailing Eastern Time.

PRESENT: Members:

________________________________________
________________________________________

ABSENT: Members:

________________________________________

The following preamble and resolution were offered by Member ____________________ and supported by Member ____________________.

WHEREAS, the County of Muskegon, State of Michigan (the “County”), desires to acquire certain information technology equipment from CDW Government LLC as set forth in CDW Government Response dated May 21, 2019 (the “Equipment”); and

WHEREAS, under the provisions of Section 11b of Act 156, Public Acts of Michigan, 1851, as amended, MCL 46.11b, the County is authorized to enter into any contracts or agreements for the purchase of the Equipment to be paid for in installments over a period of not to exceed the lesser of 10 years or the useful life of the Equipment as determined by resolution of the County; and

WHEREAS, a Master Tax-Exempt Installment Purchase Agreement (the “Agreement”) between the County and Key Government Finance, Inc. (the “Seller”) for the installment purchase of the Equipment has been prepared; and

WHEREAS, the County shall acquire the Equipment for the sum of $2,246,005.76 (the “Purchase Price”) through execution of the Agreement; and

WHEREAS, the purchase of the Equipment pursuant to the Agreement will not result in the outstanding balance of all such purchases by the County under MCL 46.11b, excluding interest, to exceed one-half of one percent (.5%) of the equalized assessed value of the County; and

WHEREAS, it is necessary to approve the Agreement and authorize the Chairperson, County Clerk, County Treasurer and County Administrator to execute the Agreement and certain other documentation related thereto.
NOW, THEREFORE, BE IT RESOLVED THAT:

1. Approval of Agreement. The Agreement is hereby approved substantially in the form attached hereto. The County shall incur the obligations described in the Agreement through execution of the Agreement by the officers authorized below which shall consist of the Purchase Price of $2,246,005.76 which shall be payable in five (5) annual installment payments of principal due as described in the Agreement, with interest thereon payable annually at rate of 2.92% per annum; provided that the Chairperson, County Clerk and County Administrator are each hereby authorized to adjust the payment dates and final details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are each authorized to make determinations regarding the principal and interest payment dates.

2. Execution and Delivery of Agreement. The Chairperson, County Clerk and County Administrator are each hereby authorized and directed to execute the Agreement and deliver it to the Seller.

3. Useful Life of Equipment. The useful life of the Equipment is hereby determined to be not less than five (5) years.

4. Limited Tax Pledge. The obligation of the County to pay principal and interest under the Agreement is a limited tax general obligation of the County. The County hereby agrees to include in its budget for each year, commencing with the present fiscal year, a sum which will be sufficient to pay the principal of and the interest coming due under the Agreement during such fiscal year.

5. Escrow Agreement. The County hereby approves the Escrow Agreement (the “Escrow Agreement”) between the County, the Seller and KeyBank National Association (the “Escrow Agent”) to provide for the deposit of funds into an Acquisition Fund to pay the costs of the Equipment.

6. Authorization of Officers. The Chairperson, County Clerk, County Treasurer and County Administrator are each hereby authorized and directed to execute such additional documentation and open such accounts as shall be necessary to effectuate the purchase of the Equipment and closing of the Agreement within the parameters set forth in this resolution.

7. Tax Covenant. The County hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exemption of the interest on the obligations under the Agreement from general federal income taxation (as opposed to alternative minimum or other indirect taxation) under the Internal Revenue Code of 1986, as amended, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of proceeds of the Agreement and moneys deemed to be proceeds.
8. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members

NAYS: Members

RESOLUTION DECLARED ADOPTED.

County Clerk

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners of the County of Muskegon, Michigan, at a regular meeting held on June 25, 2019 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

County Clerk

33811950.1063688-00079
June 20, 2019

Beth Dick
County of Muskegon
141 E. Apple Avenue
Muskegon, Michigan 49442

Re: Key Government Finance, Inc.
    Property Schedule No. 1

Dear Ms. Dick:

Enclosed, please find two (2) sets of financing documents for your review and execution. (If these documents were emailed to you, please print out two (2) sets.) Execute both sets and return all of the originals to my attention. The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me:

KEY GOVERNMENT FINANCE, INC. ATTN: Tammy Kaler
1000 S. MCCASLIN BLVD, SUPERIOR, CO 80027

Only the person with Signing Authority, listed on the Purchaser's Certificate, should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Key Government Finance will return a fully executed original set for your files.

Please Note: All fully executed documents must be returned no later than June 27, 2019; otherwise, the transaction is subject to re-pricing.

Executed documents required for funding are:

1. Master Tax-Exempt Installment Purchase Agreement
2. Addendum to Master Purchase Agreement
3. Property Schedule No. 1
4. Property Description and Payment Schedule (Exhibit 1)
5. Purchaser's Counsel's Opinion (Exhibit 2)
6. Purchaser's Certificate (Exhibit 3)
7. Payment of Proceeds Instructions (Exhibit 4)
8. Acceptance Certificate (Exhibit 5)
9. Bank Qualification Certificate (Exhibit 6)
12. Invoicing Instructions – Required in order to ensure that invoices are directed to the proper area in your organization.
13. Escrow Agreement
14. IRS Form 8038-G
15. Board Minutes/Resolutions evidencing formal approval of the acquisition, the content of which shall indicate an intent to appropriate or formally fund payments related to the acquisition

Please contact either Kevin Law at (720) 304-1186 or me at (720) 304-1202 with any questions.

Sincerely,

Tammy Kaler
Account Manager
DOCUMENTATION CHECKLIST

- Master Tax-Exempt Installment Purchase Agreement*
- Addendum to Master Tax-Exempt Installment Purchase Agreement*
- Property Schedule 1*
- Property Description and Payment Schedule - Exhibit 1
- Purchaser’s Counsel’s Opinion - Exhibit 2. Exhibit 2 is the standard legal opinion used by Key Government Finance, Inc. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Installment/Purchase Agreement.
- Purchaser’s Certificate - Exhibit 3. Please fill in the date of the meeting of the governing body, referenced in section 1. We require a copy of those minutes or board resolutions, evidencing formal approval of the acquisition, the content of which shall indicate an intent to appropriate or formally fund payments related to the acquisition, for our files.
- Payment of Proceeds Instructions - Exhibit 4. This is the Vendor payment information.
- Acceptance Certificate - Exhibit 5. The date of Acceptance will need to be filled in with the date the equipment is installed and accepted.
- Bank Qualification Certificate - Exhibit 6. One of the two boxes MUST be checked.
- Request for Certificate of Insurance – Please fill out the form and fax it to your insurance company. The Insurance Certificate is required prior to funding.
- Notification of Tax Treatment - Please provide your State of Sales/Use Tax Exemption Certificate
- Invoicing Instructions – The information you provide enables us to invoice you correctly.
- Escrow Agreement
  Please keep copies of Exhibit A (Form of Requisition of Costs of Property) and Schedule 1 (Disbursement Schedule). When you are ready to disburse funds from Escrow, you will need to sign and fill in both Exhibit A and Schedule 1. Along with those 2 forms, we will need copies of invoices. Exhibit 5 (Acceptance Certificate) will need to be filled out when the project is complete and it is your final payment request.
- Invoice for 1st Payment
- IRS Form 8038-G
  The original form will be required for funding, which we will submit to the IRS on your behalf. Or, you may submit the original completed form to the IRS directly. KGF will require a copy of the completed form and proof of filing prior to funding

*The items above marked with an asterisk require a signature in the presence of a witness/attester. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.
Master Tax-Exempt Installment Purchase Agreement

BETWEEN: Key Government Finance, Inc. (the "Seller")
1000 South McCaslin Blvd.
Superior, CO 80027

AND: County of Muskegon (the "Purchaser")
141 E. Apple Avenue
Muskegon, Michigan 49442
Attention: Beth Dick
Telephone: (231) 724-6397

DATED: June 27, 2019

ARTICLE I

1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Seller's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Participation Certificates in such Property Schedule.

"Agreement" means this Master Tax-Exempt Installment Purchase Agreement, including all exhibits and schedules attached hereto.

"Commencement Date" is the date when the term of a Property Schedule and Purchaser's obligation to pay Installment Payments thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Default" is defined in Section 13.01.

"Installment Payments" means the installment payments payable by Purchaser under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Installment Payment Dates" means the dates on which Installment Payments are due under a Property Schedule, as set forth in each Property Schedule.

"Participation Certificates" means certificates evidencing a right to receive a share of Installment Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Property" means, collectively, the property purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchaser" means the entity described as such in the first paragraph of this Agreement, its permitted successors and assigns.

"Registered Owners" means the registered owners of Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Seller" means the entity identified as such in the first paragraph of this Agreement, its successors and assigns.

"State" means the State in which Purchaser is located.

"Term" means, with respect to a Property Schedule, the Term set forth in such Property Schedule, as provided in Section 4.02.

"Vendor" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor with whom Purchaser arranged for the purchase of the Property.

ARTICLE II

2.01 Property Schedules Separate Financings. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default with respect to a Property Schedule, Seller shall have the rights and remedies specified herein with respect to the Property financed and the Installment Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Seller shall have no rights or remedies with respect to Property financed or Installment Payments payable under any other Property Schedules unless an Event of Default has also occurred under such other Property Schedules. EACH PROPERTY SCHEDULE MERGES ALL PRIOR UNDERSTANDINGS AND CONSTITUTES THE FINAL AND COMPLETE AGREEMENT between Seller and Purchaser for the property. Documentation (e.g., orders and invoices) between or among Purchaser and any property/equipment vendor, dealer, distributor or manufacturer does not apply to any Property Schedule or to Seller.

ARTICLE III

3.01 Covenants of Purchaser. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Purchaser shall be deemed to represent, covenant and warrant for the benefit of Seller, any Agent, and any Registered Owners, as follows:
(a) Purchaser is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Purchaser will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Purchaser should merge with another entity under the laws of the State, Purchaser agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Purchaser’s rights and shall assume Purchaser’s obligations hereunder.

(c) Purchaser has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Purchaser has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Purchaser of the Property thereunder. On or before the Commencement Date for the Property Schedule, Purchaser shall cause to be executed an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.

(d) During the Term for the Property Schedule, the Property thereunder will perform and will be used by Purchaser only for the purpose of performing essential governmental uses and public functions within the permissible scope of Purchaser’s authority.

(e) Purchaser will provide Seller with current financial statements, which may include posting on Purchaser’s public website for retrieval by Seller, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Purchaser to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Seller.

(f) Purchaser will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Installment Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a “private activity bond” under Section 141(a) of the Code. Purchaser covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use not used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the Commencement Date of the Property Schedule, would have caused any portion of the Property Schedule to be or become “arbitrage bonds” within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.

(g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Purchaser does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Purchaser is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Purchaser or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Purchaser or to which it is subject.

(h) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior written notice to Seller.

ARTICLE IV

4.01 Sale of Property. On the Commencement Date of each Property Schedule executed hereunder, Seller will be deemed to sell, transfer and convey to Purchaser, and Purchaser will be deemed to purchase and accept from Seller, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule.

4.02 Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Installment Payment set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Purchaser shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Purchaser’s specifications, Purchaser shall immediately accept the Property and evidence said acceptance by executing and delivering to Seller the Acceptance Certificate substantially in the form attached to the Property Schedule.

ARTICLE V

5.01 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule.

ARTICLE VI

6.01 Payment of Installment Payments. Purchaser shall promptly pay Installment Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Seller in such amounts and on such dates as described in the applicable Property Schedule, at Seller’s address set forth on the first page of this Agreement, unless Seller instructs Purchaser otherwise. Purchaser shall pay Seller a charge on any delinquent Installment Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Seller and Agent from such delinquent Installment Payment. In addition, Purchaser shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Installment Payments.

6.02 Reserved.

6.03 Interest Component. A portion of each Installment Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Installment Payment hereunder during the Term.

Master TEIP-Appropriation

KEYCORP CONFIDENTIAL - This is counterpart #___ of ____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper
6.04 Installment Payments to be Unconditional. The obligations of Purchaser to pay the installment payments due under the Property Schedule and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation, any defects, malfunctions, breakdown or infirmities in the Property or any accident, condemnation or unforeseen circumstances. This provision shall not limit Purchaser's rights or actions against any vendor as provided in Section 10.02.

6.05 Defeasance of Installment Payments. Purchaser may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal component of which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Seller in the Property under said Property Schedule shall terminate. Purchaser shall cause such payment to comply with the requirements of federal tax laws so that the exclusion from gross income of the interest component of Installment Payments under said Property Schedule is not adversely affected.

6.06 The obligation of the Purchaser to make Installment Payments required under a Property Schedule is a first budget general obligation of the Purchaser. The Purchaser shall include in its budget and pay each year, until all Installment Payments under a Property Schedule are paid in full, such sum as may be necessary each year to make all Installment Payments under a Property Schedule, when due. The ability of the Purchaser to levy ad valorem taxes on the taxable property of the Purchaser for the payment of the obligations of the Purchaser hereunder, if necessary, is subject to applicable constitutional and statutory tax rate limitations.

ARTICLE VII

7.01 Title to the Property. Upon acceptance of the Property by Purchaser, title to the Property shall vest in Purchaser, subject to Seller's interests under the applicable Property Schedule and this Agreement.

7.02 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Seller, Purchaser will, at Purchaser's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

ARTICLE VIII

8.01 Maintenance of Property by Purchaser. Purchaser shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Purchaser shall have sole responsibility to maintain and repair the Property. Should Purchaser fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Seller, Purchaser will enter into maintenance contracts for the Property in form approved by Seller and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Purchaser shall keep the Property free of all levies, liens and encumbrances, except for the interest of Seller under this Agreement. The parties to this Agreement contemplate that the Property will be exempt from all property taxes. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Purchaser shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Purchaser shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Purchaser shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Purchaser shall be obligated to pay only such installments as accrue during the then current fiscal year of the Term for such Property.

8.03 Insurance. At its own expense, Purchaser shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Seller in an amount equal to at least the outstanding principal component of Installment Payments, and (b) liability insurance that protects Seller from liability in all events in an amount reasonably acceptable to Seller, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property, provided that Purchaser may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Seller as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Seller and Purchaser as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Seller and Purchaser at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Seller's prior written consent. Purchaser shall furnish to Seller, on or before the Commencement Date for each Property Schedule, and thereafter at Seller's request, certificates evidencing such coverage, or, if and to the extent that Purchaser self-insures, a written description of its self-insurance program together with a certification from Purchaser's risk manager or insurance agent or consultant to the effect that Purchaser's self-insurance program provides adequate coverage against the risks listed above.

8.04 Advances. In the event Purchaser shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Seller may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Seller shall be due and payable on the next Installment Payment Date and Purchaser covenants and agrees to pay such amounts so advanced by Seller with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

9.01 Damage or Destruction. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Seller and Purchaser will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Purchaser shall have exercised its right to defease the Property Schedule as provided herein, or unless Purchaser shall have exercised its option to prepay the Installment Payments due under the Property Schedule, if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid Master TIEP-Appropriation.
to Purchaser. For purposes of Section 14.02(b) and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Purchaser shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Purchaser shall make any payments pursuant to this Section, Purchaser shall not be entitled to any reimbursement therefor from Seller nor shall Purchaser be entitled to any diminution of the amounts payable under Section 6.02, or (b) defend the Property Schedule pursuant to Section 6.07, or (c) exercise its option to prepay the Installment Payments due under the Property Schedule in accordance with the optional prepayment provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Purchaser.

ARTICLE X

10.01 Disclaimer of Warranties. SELLER MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF; THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND SELLER HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS SOLD TO PURCHASER "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY PURCHASER. Purchaser acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Seller. Purchaser understands and agrees that (a) Purchaser is acting as principal and not as agent or attorney in fact of Vendor, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Seller be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Vendor's Warranties. Seller hereby irrevocably assigns to Purchaser all rights that Seller may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Purchaser's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Seller, nor shall such matter have any effect whatsoever on the rights and obligations of Seller with respect to this Agreement, including the right to receive full and timely payments hereunder. Purchaser expressly acknowledges that Seller makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

10.03 Use of the Property. Purchaser will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Purchaser shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Purchaser agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Purchaser may contest in good faith, with the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Seller, adversely affect the interest of Seller in and to the Property or its interest or rights under this Agreement. Purchaser shall promptly notify Seller in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, anyProperty Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Purchaser shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property or any part or portion thereof, which may be necessary to maintain the property in good repair and condition and to prevent any violation of applicable law or regulation. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and the Vendor shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law, and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Purchaser shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Option to Prepay. Purchaser shall have the option to prepay the Installment Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule.

ARTICLE XII

12.01 Assignment by Seller. Seller's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assigns or subassignees by Seller and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Purchaser; provided that (a) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Purchaser has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (b) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Purchaser shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Seller's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Purchaser agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Seller or any assignee to protect its interests in the Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Seller's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned. Seller may collectively assign two or more Property Schedules with the same Commencement Date to the Agent for the purpose of causing the execution and delivery of Participation Certificates in the Property Schedules with the same Commencement Date. Such assignment shall occur on such Commencement Date and upon such assignment all Property Schedules so assigned shall be treated as a single financing and a single Property Schedule with respect to rights and remedies upon the occurrence of an Event of Default under this Agreement. Registered Owners rights with respect to the Property Schedules shall be determined as provided in the escrow agreement or trust agreement relating to such Participation Certificates.
12.03 Assignment and Subleasing by Purchaser. NONE OF PURCHASER'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, TRANSFERRED, LEASED OR ENCUMBERED BY PURCHASER FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Purchaser shall indemnify, protect, hold harmless, save and keep harmless Seller from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Purchaser shall not be required to indemnify Seller for Losses arising out of or resulting from Seller preparation of disclosure material relating to Participation Certificates (other than disclosure material provided to Seller by Purchaser). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

(a) Failure by Purchaser to pay any Installment Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;

(b) Failure by Purchaser to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Purchaser by Seller, unless Seller shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Seller will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Purchaser within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Purchaser in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Purchaser shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Purchaser, or of all or a substantial part of the assets of Purchaser, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Purchaser in any bankruptcy, reorganization or insolvency proceeding; or

(e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Purchaser or of all or a substantial part of the assets of Purchaser, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitations: if by reason of force majeure Purchaser is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Purchaser contained in Article VI hereof) Purchaser shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Purchaser.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Seller shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without terminating the Property Schedule, and by written notice to Purchaser, Seller may declare all Installment Payments and other amounts payable by Purchaser thereunder to the end of the then-current budget year of Purchaser to be due, including without limitation delinquent Installment Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 5% per annum or the maximum rate permitted by applicable law, whichever is less;

(b) Seller may terminate the Property Schedule by written notice to Purchaser and may accelerate the principal component of all outstanding Installment Payments, in which case Purchaser shall pay to Seller a sum sufficient to defease the Property Schedule under Section 6.05, together with interest on such sum from the date of acceleration until so paid at the rate of 5% per annum or the maximum rate permitted by applicable law, whichever is less, and to pay all other sums due under the Property Schedule;

(c) Reserved.

(d) By written notice to the Agent, if any, Seller may instruct the Agent to apply all sums held by the Agent in any accounts relating to the Property Schedule under the applicable escrow or trust agreement as provided in the applicable escrow or trust agreement.

(e) By written notice to any escrow agent (other than the Agent) who is holding proceeds of the Property Schedule, Seller may instruct such escrow agent to release all such proceeds and any earnings thereon to Seller, such sums to be credited to payment of Purchaser's obligations under the Property Schedule;

(f) Seller may take any action at law or in equity that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission Master TEIP-Appropriation KEYCORP CONFIDENTIAL. This is counterpart # 1 of 3 manually executed counterparts. Only counterpart # 1 constitutes chattel paper
to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Seller to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Purchaser in the performance of any term of this Agreement, Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Purchaser, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Purchaser and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

14.02 Certification as to Arbitrage. Unless a separate Certificate as to Arbitrage is delivered on the Commencement Date, Purchaser shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

(a) The estimated total costs, including taxes, freight, installation, cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Installment Payments.

(b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months and the Property is expected to be delivered and installed, and the Vendor fully paid, within one year from the Commencement Date. Purchaser will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.

(c) Purchaser has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Installment Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Installment Payments under the Property Schedule.

(d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Purchaser, either in whole or in part, prior to the last maturity of the Installment Payments under the Property Schedule.

(e) There are no other obligations of Purchaser which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.

(f) The officer or official who has executed the Property Schedule on Purchaser's behalf is familiar with Purchaser's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Purchaser's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Purchaser set forth herein are reasonable.

14.03 Further Assurances. Purchaser agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Seller, to perfect, confirm, establish, reestablish, continue, or complete the interests of Seller in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.04 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns.

14.05 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.06 Waiver of Jury Trials. UNLESS PROHIBITED BY LAW, PURCHASER AND SELLER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLER OR PURCHASER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

14.07 Amendments, Changes and Modifications. This Agreement may be amended in writing by Seller and Purchaser to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.08 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.09 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

14.10 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
14.11 Continuing Disclosure. Seller acknowledges that, in connection with Purchaser’s compliance with any continuing disclosure undertakings (each, a “Continuing Disclosure Agreement”) entered into by Purchaser pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “Rule”), Purchaser may be required to file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, or its successor (“EMMA”), notice of its incurrence of its obligations under this Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, in each case including a description of the material terms thereof (each such notice, an “EMMA Notice”). Purchaser shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Seller or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Purchaser acknowledges and agrees that Seller is not responsible in connection with any EMMA Notice relating to this Agreement for Purchaser’s compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

<table>
<thead>
<tr>
<th>Seller: Key Government Finance, Inc.</th>
<th>Purchaser: County of Muskegon</th>
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<tbody>
<tr>
<td>By:</td>
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<td>Name:</td>
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Attest By:

Name:

Title:
Addendum to Master Tax-Exempt Installment Purchase Agreement
Michigan Counties and Municipalities

THIS ADDENDUM, which is entered into as of June 27, 2019 between Key Government Finance, Inc. ("Seller") and County of Muskegon ("Purchaser"), is intended to modify and supplement Property Schedule No. 1 (the "Property Schedule") to the Master Tax-Exempt Installment Purchase Agreement between Seller and Purchaser dated June 27, 2019 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

In addition to the representations, warranties and covenants of Purchaser set forth in Article III of the Master Agreement, Purchaser represents, covenants and warrants for the benefit of Seller, any Agent and any Registered Owners, as of the Commencement Date of the Property Schedule, as follows:

(a) The Term of the Property Schedule does not exceed the useful life of the Property thereunder.

(b) Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, any debt limitations applicable to Purchaser or the Property Schedule. Without limiting the foregoing, (i) if Purchaser is a county, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Mich. Comp. Laws Section 46.11b(1) and (2) [attach computation of test]; and (ii) if Purchaser is a city, township or village, Purchaser is not in violation of, and the execution and delivery of the Property Schedule will not cause Purchaser to violate, the provisions of Mich. Comp. Laws Section 123.721 [attach computation of test].

The parties agree that the Property Schedule constitutes an installment contract pursuant to Mich. Comp. Laws Section 46.11b (if the Purchaser is a county) or Mich. Comp. Laws Section 123.721 (if the Purchaser is a municipality).

IN WITNESS WHEREOF, Seller and Purchaser have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

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<thead>
<tr>
<th>Seller: Key Government Finance, Inc.</th>
<th>Purchaser: County of Muskegon</th>
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Attest By:

Name:

Title:
Property Schedule No. 1
Master Tax-Exempt Installment Purchase Agreement

This Property Schedule No. 1 is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), dated as of June 27, 2019, between Key Government Finance, Inc., and County of Muskegon.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Purchaser in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.

2. Commencement Date. The Commencement Date for this Property Schedule is June 27, 2019.

3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Purchaser shall not remove such property from the locations set forth therein without giving prior written notice to Seller. The Installment Payment Schedule for this Property Schedule is set forth in Exhibit 1.

4. Opinion. The Opinion of Purchaser's Counsel is attached as Exhibit 2.

5. Purchaser's Certificate. The Purchaser's Certificate is attached as Exhibit 3.

6. Payment of Proceeds. Seller shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.

7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.

8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, and so long as no Event of Default has occurred and is continuing, Purchaser may prepay, in whole but not in part, the principal outstanding hereunder together with all accrued and unpaid interest thereon, plus a prepayment premium equal to 3% of the outstanding principal.


10. Expiration. Seller, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Seller at its place of business by June 27, 2019.

11. Effective Interest Rate. 2.92%.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

<table>
<thead>
<tr>
<th>Seller: Key Government Finance, Inc.</th>
<th>Purchaser: County of Muskegon</th>
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<td>Title:</td>
<td>Title:</td>
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Attest By:
Name:
Title:
EXHIBIT 1

Property Description and Payment Schedule

Re: Property Schedule No. 1 to Master Tax-Exempt Installment Purchase Agreement between Key Government Finance, Inc., and County of Muskegon.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

EQUIPMENT LOCATION: 141 E. Apple Avenue
Muskegon, Michigan 49442

USE: Cisco servers, VMWare software - This use is essential to the proper, efficient and economic functioning of Purchaser or to the services that Purchaser provides; and Purchaser has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Installment Payment Schedule

If the Due Dates are not defined in this Installment Payment Schedule, they shall be defined as the 27th day of each annual period of this Installment Payment Schedule commencing with the Acceptance Date.

Total Principal Amount: $2,246,005.76.

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<tr>
<th>Payment No.</th>
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Purchaser: County of Muskegon

By:

Name:

Title:
EXHIBIT A

Property Description

Equipment as described in CDW Government LLC Quote numbers KRKR067, KRLC859, and KRKR123, all dated June 12, 2019, Quote numbers KRHC776 and KRUHU365, both dated June 10, 2019, and the Statement of Work dated June 13, 2019, all inserted below, referred to and incorporated herein by this reference.

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Master TEIP-Appropriation
KEYCORP CONFIDENTIAL - This is counterpart # ______ of ______ manually executed counterparts. Only counterpart # 1 constitutes chattel paper.
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<th>ITEM</th>
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KRHD365 | 6/10/2019 | HOJ | 4564600

**IMPORTANT - PLEASE READ**

**Special Instructions:** TAX: MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

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<td>Senior Project Manager – Per Hour</td>
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[To be provided on letterhead of Purchaser's counsel.]

[Address to Seller and Purchaser]


Ladies and Gentlemen:

We have acted as special counsel to County of Muskegon ("Purchaser"), in connection with the Master Tax-Exempt Installment Purchase Agreement, dated as of June 27, 2019 (the "Master Agreement"), between County of Muskegon, as Purchaser, and Key Government Finance, Inc. as Seller ("Seller"), and the execution of Property Schedule No. 1 (the "Property Schedule") pursuant to the Master Agreement and, if applicable, that certain Escrow Agreement dated as of June 27, 2019 by and among Purchaser, Seller and KeyBank National Association as Escrow Agent (the "Escrow Agreement", and collectively the "Transaction Documents"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Transaction Documents.

As to questions of fact material to our opinion, we have relied upon the representations of Purchaser in the Transaction Documents and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Purchaser is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Purchaser has all requisite power and authority to enter into the Transaction Documents and to perform its obligations thereunder, including the accounts opened pursuant to the Escrow Agreement.

3. The execution, delivery and performance of the Transaction Documents by Purchaser has been duly authorized by all necessary action on the part of Purchaser.

4. All proceedings of Purchaser and its governing body relating to the authorization and approval of the Transaction Documents, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Purchaser has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Purchaser has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Purchaser of the Transaction Documents.

7. The Transaction Documents have been duly executed and delivered by Purchaser and constitute legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Purchaser, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

Master TEIP-Appropriation
KEYCORP CONFIDENTIAL - This is counterpart #_____ of _____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper
8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Transaction Documents or of other agreements similar thereto; (b) questioning the authority of Purchaser to execute the Transaction Documents, or the validity of the Transaction Documents, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Transaction Documents; or (d) affecting the provisions made for the payment of or security for the Transaction Documents.

9. The Purchaser is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder, and the portion of payments identified as the interest component of the Installment Payments (as set forth in the payment schedule attached to the Property Schedule) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

This opinion may be relied upon by Seller, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Transaction Documents.

Very truly yours,

By: ________________________________

DO NOT SIGN THIS FORM – MUST BE ON LETTERHEAD OF PURCHASER’S COUNSEL

Dated: ________________________________
June 27, 2019

County of Muskegon
State of Michigan

Key Government Finance, Inc.
Superior, Colorado

Ladies and Gentlemen:

We have acted as special counsel to County of Muskegon ("Purchaser"), in connection with the Master Tax-Exempt Installment Purchase Agreement, dated as of June 27, 2019 (the "Master Agreement"), between County of Muskegon, as Purchaser, and Key Government Finance, Inc. as Seller ("Seller"), and the execution of Property Schedule No. 1 (the "Property Schedule") pursuant to the Master Agreement and, that certain Escrow Agreement dated as of June 27, 2019 by and among Purchaser, Seller and KeyBank National Association as Escrow Agent (the "Escrow Agreement", and collectively the "Transaction Documents"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Transaction Documents.

As to questions of fact material to our opinion, we have relied upon the representations of Purchaser in the Transaction Documents and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Purchaser is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Purchaser has all requisite power and authority to enter into the Transaction Documents and to perform its obligations thereunder, including the accounts opened pursuant to the Escrow Agreement.

3. The execution, delivery and performance of the Transaction Documents by Purchaser has been duly authorized by all necessary action on the part of Purchaser.

4. All proceedings of Purchaser and its governing body relating to the authorization and approval of the Transaction Documents, the execution thereof and the transactions
contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Purchaser has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Purchaser has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Purchaser of the Transaction Documents.

7. The Transaction Documents have been duly executed and delivered by Purchaser and constitute legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Purchaser, affecting remedies or creditors’ rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Transaction Documents or of other agreements similar thereto; (b) questioning the authority of Purchaser to execute the Transaction Documents, or the validity of the Transaction Documents, or the payment of principal or of interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Transaction Documents; or (d) affecting the provisions made for the payment of or security for the Transaction Documents.

9. The Purchaser is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder, and the portion of payments identified as the interest component of the Installment Payments (as set forth in the payment schedule attached to the Property Schedule) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.
This opinion may be relied upon by Seller, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Transaction Documents.

Very truly yours,

Miller, Canfield, Paddock and Stone, P.L.C.

By: ________________________________
    Thomas D. Colis
EXHIBIT 3

Purchaser's Certificate


The undersigned attester, being the duly elected, qualified and acting keeper of records for County of Muskegon ("Purchaser") does hereby certify, as of June 27, 2019, as follows:

1. Purchaser did, at a meeting of the governing body of the Purchaser held_______________ by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement") by the following named representative of Purchaser, to wit:

<table>
<thead>
<tr>
<th>NAME OF EXECUTING OFFICIAL</th>
<th>TITLE OF EXECUTING OFFICIAL</th>
<th>SIGNATURE OF EXECUTING OFFICIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>And/ Or</td>
<td></td>
<td></td>
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</tbody>
</table>

2. The above-named representative of the Purchaser held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Purchaser at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Purchaser relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Purchaser; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Purchaser, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

5. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Purchaser.

6. Purchaser has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Installment Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Purchaser to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

County of Muskegon
Attest By:
Title:

SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.
EXHIBIT 4

Payment of Proceeds Instructions

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027


Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Purchaser hereby requests and authorizes Seller to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: KeyBank National Association - Escrow

By check _______  By wire transfer ___X___

County of Muskegon

By: ________________________________

Name: ______________________________

Title: _______________________________
EXHIBIT 5

Acceptance Certificate

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027


Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Installment Purchase Agreement (the "Master Agreement"), the undersigned ("Purchaser") hereby certifies and represents to, and agrees with, Key Government Finance, Inc. ("Seller"), as follows:

(1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.

(2) Purchaser has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as such terms are defined in the Master Agreement) exists at the date hereof.

Date: ____________________________

County of Muskegon
as Purchaser

By: ____________________________

Name: __________________________

Title: ____________________________
Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027


Bank Qualified Tax-Exempt Obligation

☐ (Check box for Bank Qualified designation)

Purchaser hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Purchaser reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Purchaser) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding $10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

☐ (Check box for Non-Bank Qualified designation)

Purchaser reasonably anticipates issuing more than $10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

**Note: ONE of the boxes above MUST be checked.**

<table>
<thead>
<tr>
<th>Purchaser: County of Muskegon</th>
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</thead>
<tbody>
<tr>
<td>By:</td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
</tbody>
</table>
**Please fill out this form and email it to your insurance company**

**Request for Certificate of Insurance**

TO:
Insurance Carrier: ____________________________

(Name) ____________________________

(Address) ____________________________

(Address) ____________________________

(Contact Name) ____________________________

(Contact Phone) ____________________________

(Contact Email) ____________________________

FROM:
Customer/Purchaser: County of Muskegon
141 E. Apple Avenue
Muskegon, Michigan 49442
Contact Name: Beth Dick
Contact Phone: (231) 724-6397

County of Muskegon is in the process of financing Cisco servers, VMWare software etc. with Key Government Finance, Inc.

County of Muskegon requests that Key Government Finance, Inc. be listed as "Key Government Finance, Inc., their successors and assigns" and that it be named ADDITIONAL INSURED as to liability coverage and LOSS PAYEE as to property coverage. A copy of said certificate should be forwarded to Key Government Finance, Inc. as described below.

NOTE: Coverage is to include:
1. Insurance against all risks of physical loss or damage to the Equipment;
2. Commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage of not less than $1,000,000; and
3. If applicable, automobile liability coverage of not less than $3,000,000.

Key Government Finance, Inc. is to receive **30 days** prior written notice of cancellation or material change in coverage. **Qualifying language such as "endeavor to provide"; "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" or the like will NOT be accepted and will delay funding.**

- 1. Please EMAIL this completed information to: Key Government Finance, Inc.
   Tammy Kaler, Account Manager
   Phone Number: (720) 304-1202
   Email: tamura.m.kaler@key.com

- 2. Please MAIL a Certificate of Insurance to: Key Government Finance, Inc.
   Attn: Collateral Services
   1000 South McCaslin Blvd.
   Superior, CO 80027

- 3. Please CONTACT the Account Manager:
   ✔ When sending this Certificate.
   ✔ If this cannot be completed today.
   ✔ If you have any questions.
Key Government Finance, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your financing commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your financed equipment will be reported correctly.

Please indicate below if you feel that your purchase is subject to tax or whether a valid exemption exists.

_____ I agree that my purchase is subject to sales/use tax.

_____ I am exempt from sales/use tax and I have attached a completed exemption certificate to Key Government Finance, Inc.

_____ I have previously provided a completed exemption certificate to Key Government Finance, Inc. which is valid for this transaction.

_____ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.

_____ I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? _____

Additional comments:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Purchaser: County of Muskegon

By:

Name:

Title:
PURCHASER INVOICE INSTRUCTIONS
(The information you provide enables us to invoice you correctly)

County of Muskegon
Property Schedule No. 1

BILL TO ADDRESS:

BILLING CONTACT:
First, M.I. and Last Name:
Title:
Phone Number:
Fax Number:

PURCHASE ORDER NUMBER:
Invoices require purchase order numbers:  YES ________  NO ________
Purchase Order Number:

FEDERAL TAX ID NUMBER:

EQUIPMENT LOCATION (If different from Billing Address):

ADDITIONAL INFORMATION NEEDED ON INVOICE:
INVOICE

Key Government Finance, Inc.
1000 S. McCaslin Blvd.
Superior CO 80027

Bill to:
County of Muskegon
Beth Dick
141 E. Apple Avenue
Muskegon, Michigan 49442

Invoice No. 126143-1
Invoice Date: June 20, 2019
Lease No. 1800126143
Purchase Order No.
Contract No.
CSA No.
ACT No.
Reference:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Installment Payment</td>
<td>Payment due August 27, 2019</td>
<td>$477,737.30</td>
</tr>
</tbody>
</table>

Tax
Balance Due $477,737.30

Please remit funds to:
Key Government Finance, Inc.
Attn: Tammy Kaler
1000 S. McCaslin Blvd.
Superior, CO 80027

Contact Phone: (720) 304-1202

REMITTANCE INFORMATION
Date:
Amount: Due:
Amount:
Enclosed:

Please remember to:
1) Make checks payable to Key Government Finance, Inc.
2) Return a copy of this invoice with your payment.
3) Keep a copy of this invoice for your records.
4) Direct all inquiries to the contact listed above.

Comments:
Escrow Disbursement Instructions for Tax-Exempt Financing

In reference to your equipment financing, we will be depositing the financing proceeds directly into an escrow account. This account will provide you with the ability to disburse funds incrementally (either directly to vendors or to reimburse yourself) based on equipment invoices (any $ size and frequency). You will control the disbursement of funds by completing the attached documents.

**Escrow Disbursements** – The following are the steps that you will need to take when making disbursements of proceeds from your escrow account:

1. Complete and sign **Exhibit A “FORM OF REQUISITION OF COSTS OF PROPERTY”**. This needs to be on your letterhead.
2. Complete and sign **Schedule 1 “DISBURSEMENT SCHEDULE”** complete with payment information.
3. Attach – Invoice(s) from the Vendor(s).
4. Mail a completed and signed copy of the **Exhibit A, Schedule 1 and the Vendor invoices** to my attention at the address listed below.

   - **Note:** If the disbursement from the escrow is for the reimbursement of funds already expended, you must attach proof of payment (front and back of cancelled checks).

   **PLEASE NOTE THAT WE MUST RECEIVE THE ORIGINAL DOCUMENTS**

Once you are ready to do the final disbursement out of the Escrow account:

- **Final Disbursement** – Include the signed and dated original of the **Exhibit 5 “ACCEPTANCE CERTIFICATE”** (this document was part of your original document package), along with the Exhibit A “FORM OF REQUISITION OF COSTS OF PROPERTY” and the rest of the attachments needed. Additionally, please include a letter stating that this is the final disbursement and that you wish to close the Escrow account.
- If there is any money remaining in the Escrow account, after the final disbursement to the Vendor(s), the balance will be applied to your next payment.

If you have any questions regarding this information, please give me a call.

Thank you.

**Tammy Kaler**
Key Government Finance
1000 S. McCaslin Blvd.
Superior CO 80027
(720) 304-1202
Email: tamura.m.kaler@key.com
ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of June 27, 2019 and entered into among Key Government Finance, Inc. ("Seller"), County of Muskegon ("Purchaser") and KeyBank National Association (the "Escrow Agent").

RECITALS:

A. Seller and Purchaser are parties to a Master Tax-Exempt Installment Purchase Agreement, dated as of June 27, 2019 and Schedule No. 1 thereunder, dated as of June 27, 2019 (the "Purchase Agreement") whereunder Purchaser is acquiring from Seller certain personal property more particularly described therein (the "Property").

B. Seller and Purchaser intend to cause or have caused certain funds to be deposited with Escrow Agent to pay for costs of the Property, and Escrow Agent has agreed to disburse said funds in accordance with the terms and conditions of this Escrow Agreement.

C. Each of the parties has authority to enter into this Escrow Agreement and has taken all actions necessary to authorize the execution of this Escrow Agreement by the officers whose signatures are affixed hereto.

NOW, THEREFORE, the parties agree as follows:

1. Appointment of Escrow Agent. Seller, Purchaser and Escrow Agent agree that Escrow Agent shall act as sole Escrow Agent under the Purchase Agreement and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent, in its capacity as escrow agent hereunder, shall not be deemed to be a party to the Purchase Agreement, and this Escrow Agreement shall be deemed to constitute the entire agreement regarding the Acquisition Fund (as hereinafter defined) among Seller, Purchaser and Escrow Agent.

2. Acquisition Fund. There is hereby established in the custody of Escrow Agent an escrow fund designated as the "County of Muskegon Acquisition Fund" (the "Acquisition Fund") to be held and administered by Escrow Agent for Purchaser and Seller in accordance with this Escrow Agreement, subject to Seller's rights under this Section 2 and Section 3 hereof.

   The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held for the benefit of Purchaser and Seller, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Purchaser (other than Seller) or Seller. Purchaser hereby grants to Seller a security interest in the Acquisition Fund to secure payment of all sums due to Seller under the Purchase Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Seller in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to such accounts, Seller's interest therein.

   (a) Deposit in Acquisition Fund. There shall be deposited in the Acquisition Fund the sum of $2,246,005.76. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Acquisition Fund, and such income and interest shall become part of the Acquisition Fund and may be expended as provided herein.

   (b) Disbursements from Acquisition Fund. Escrow Agent shall make payments from the Acquisition Fund to pay costs of the Property upon receipt of requisitions from Purchaser, signed by an authorized individual substantially in the form attached hereto as Exhibit A, which is incorporated by reference herein. In the event Escrow Agent is directed or requested by Purchaser to hold or deposit any retained funds or to accept a retainage bond (in lieu of funds) as may be required by law or the terms of the acquisition contract to which Purchaser is a party, Escrow Agent shall act in accordance with Purchaser's instructions, and such retained funds (or performance bond) and any interest thereon shall be paid as provided in instructions to Escrow Agent from Purchaser. In no event, shall Purchaser submit more than six (6) requisitions in any month. The final requisition shall include the final acceptance certificate required in the Purchase Agreement, which shall be executed by the Purchaser and delivered to the Escrow Agent. Where requisitions involve titled motor vehicles, the requisition shall also include:

   (i) Manufacturers Certificate of Origin.
   (ii) Motor vehicle paperwork appropriate to state of registration, noting Key Government Finance, Inc. as lien holder.
   (iii) Insurance certificate naming Key Government Finance, Inc., its successors and assigns as sole loss payee and additional insured for the specified equipment.

3. Termination of Escrow.
(a) Acquisition of Property. Upon the final acceptance of the Property by Purchaser, as evidenced by execution by Purchaser of a final acceptance certification pursuant to the Purchase Agreement and delivered to Escrow Agent, and the payment of all costs related thereto (i) any retainage shall be disbursed as directed by Purchaser, and (ii) any amounts remaining in the Acquisition Fund (including the earnings from investments thereof) shall be transferred to Purchaser and be applied toward reimbursement of Purchaser for funds advanced for the Property. To the extent that additional moneys in excess of those needed to reimburse Purchaser for the acquisition of the Property exist in the Acquisition Fund, such amounts shall be paid to Seller and applied first to the next payment due on the Purchase Agreement and then applied to prepayment of the principal component of installment payments and Seller shall recalculate the installment payment schedule for the remaining term such that the remaining installment payments shall be level. Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Purchaser shall survive the termination of this Escrow Agreement.

(b) Eighteen Months. This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of the Purchaser and Seller in writing to the Escrow Agent either in advance of the termination or retroactively. Any money remaining in the Acquisition Fund at the time of termination under this subsection (b) shall be transferred to Seller and shall be applied first to the next payment due under the Purchase Agreement, and then, if there are amounts remaining, applied to the prepayment of the Purchase Agreement being applied to principal and Seller shall recalculate the installment payment schedule for the remaining term such that the remaining installment payments shall be level. Purchaser shall be deemed to have accepted all Property paid for from the Acquisition Fund at the time of termination under this subsection (b). Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Purchaser shall survive the termination of this Escrow Agreement.

(c) Event of Default; Nonappropriation. Upon receipt of written notice from Seller of an event of default by Purchaser under the Purchase Agreement or an event of nonappropriation, if provided for under the Purchase Agreement, Escrow Agent shall disburse the funds in the Acquisition Fund to Seller for application in accordance with the Purchase Agreement. Upon such payments from the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Purchaser shall survive the termination of this Escrow Agreement.

4. Investment of Acquisition Fund. Monies held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon written instructions from Purchaser, signed by an authorized individual substantially in the form attached hereto as Exhibit B, which is incorporated by reference herein, in an investment which is a permitted investment for Purchaser under the laws of the state in which Purchaser is organized. Escrow Agent shall have no responsibility for advising Purchaser or Seller as to the permissibility of any investment of monies in the Acquisition Fund. If Escrow Agent does not receive a written direction from Purchaser as to the investment or reinvestment of monies in the Acquisition Fund, Escrow Agent may hold such monies uninvested until such direction is received. Escrow Agent shall have no responsibility for any losses suffered from any investment of monies on deposit in the Acquisition Fund authorized by Purchaser.

5. Amendment and Modification. This Escrow Agreement may not be amended, modified, altered, supplemented or waived except by a written instrument executed by Seller, Purchaser and Escrow Agent.

6. Regarding the Escrow Agent.

(a) Duties of Escrow Agent. Escrow Agent undertakes to perform only such duties as are specifically set forth in this Escrow Agreement. Escrow Agent shall be under no implied obligation or subject to any implied liability hereunder. Escrow Agent shall incur no liability whatsoever except for its gross negligence or willful misconduct so long as it is acting in good faith. Escrow Agent shall not be required to take notice of any of the provisions of the Purchase Agreement or any document or instrument executed in connection therewith, except as expressly set forth in this Escrow Agreement. The permissive right of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as a duty.

(b) Escrow Agent Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

(c) Counsel and Fees; Reliance upon Counsel. If Escrow Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection herewith, or in case the Escrow Agent becomes
involved in litigation on account of acting hereunder, then, in either case, its cost, expenses and reasonable attorneys fees shall be paid by Purchaser. Escrow Agent's right to receive its attorneys' fees and expenses shall survive the termination of this Escrow Agreement. If Escrow Agent consults with counsel, Escrow Agent may act, in good faith, in reliance upon the advice of counsel concerning its duties in connection herewith or in acting hereunder.

(d) No Obligation to Take Legal Action. Escrow Agent shall not be under any obligation to take any legal action in connection with this Escrow Agreement or for its enforcement, or to appear, prosecute or defend any action or legal proceeding which, in its opinion, would or might involve it in any costs, expense, loss or liability, or to otherwise expend or risk its own funds or incur any financial liability in the performance of this Escrow Agreement, unless and as often required by it, it shall be furnished with security and indemnity satisfactory against all such costs, expenses, losses or liabilities. If any controversy arises between the parties hereto or with any third person, the Escrow Agent shall not be required to resolve the same or to take any action to do so (other than to use its best efforts to give notice of such controversy to Seller and Purchaser) but may, at its discretion, institute such interpleader or other proceedings as it deems proper.

(e) Quarterly Statement. Escrow Agent shall issue a quarterly accounting statement showing receipts to and disbursements from the Acquisition Fund. Such statement shall be mailed to Seller and Purchaser.

(f) Resignation and Termination. Escrow Agent may, upon providing thirty days written notice, resign its position as Escrow Agent and terminate its liabilities and obligations hereunder. In the event Escrow Agent is not notified within thirty days of a successor Escrow Agent, Escrow Agent shall be entitled to transfer all funds to a court of competent jurisdiction with a request to have a successor appointed, at the expense of Purchaser. Upon filing such action and delivering such assets, Escrow Agent's obligations and responsibilities shall cease. Seller and Purchaser may jointly terminate Escrow Agent and appoint a successor Escrow Agent by providing 15 days written notice to Escrow Agent.

7. Indemnification. To the extent permitted by law, Purchaser hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by or asserted against, Escrow Agent at any time (whether or not also indemnified against the same by Purchaser or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Acquisition Fund, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant thereto, the retention of such securities or the proceeds thereof, and any payment, transfer or other application of moneys or securities by Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that Purchaser shall not be required to indemnify, protect, save or keep harmless Escrow Agent against Escrow Agent's own gross negligence or willful misconduct or gross negligence or willful misconduct of Escrow Agent's respective successors, assigns, agents and employees or the material breach by Escrow Agent of the terms of this Escrow Agreement. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

8. Notices. Any notices permitted or required under this Escrow Agreement shall be in writing and shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, certified or registered, postage fully prepaid, return receipt requested, addressed to the addresses set forth on the signature page of this Escrow Agreement. The party to whom notices or copies of notices are to be sent shall have the right at any time and from time to time to change its address for notice or person to receive notice by giving notice in the manner specified in this paragraph.

9. Escrow Agent's Fee. Escrow Agent shall be paid no fee for setting up the escrow. In the event that Escrow Agent is made a party to litigation with respect to the Acquisition Fund, or brings an action in interpleader, or Escrow Agent is required to render any service not provided for in this Escrow Agreement, or there is any assignment of interests in this escrow or any modification hereof, Escrow Agent shall be entitled to reasonable compensation for such extraordinary services and reimbursement by Purchaser for all fees, costs, liability and expenses, including attorney fees. Purchaser also agrees to pay any investment fees or other charges of Escrow Agent, such as wire transfer charges and disbursement charges and agrees such fees and charges may be deducted by and paid to the Escrow Agent from funds in or to be deposited in the Acquisition Fund or from investment earnings to be deposited in the Acquisition Fund.

10. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Escrow Agreement is to be executed by the parties hereto in sufficient numbers so that an Escrow Agreement bearing each party's original signature can be held by the Escrow Agent.

11. Waiver. Any waiver by any party of any breach of any term or condition of this Escrow Agreement shall not operate as a waiver of any other breach of such term or condition or any other term or condition, nor shall
failure to enforce such provision hereof operate as a waiver of such provision or of any other provision hereof, nor constitute nor be deemed a waiver or release of any other party for anything arising out of, connected with, or based on this Escrow Agreement.

12. Exhibits. All exhibits, schedules and lists attached to this Escrow Agreement or delivered pursuant to this Escrow Agreement shall be deemed a part of this Escrow Agreement and incorporated herein, where applicable, as if fully set forth herein.

13. Applicable Law. This Escrow Agreement shall be governed by the laws of the state in which Purchaser is located.

14. Successors and Assigns. This Escrow Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Any corporation or association into which the Escrow Agent may merge, or to which Escrow Agent may sell or transfer its banking business, shall automatically be and become successor Escrow Agent hereunder and vested with all powers as was its predecessor without the execution or filing of any instruments or further act, deed or conveyance on the part of the parties hereto.

15. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. WAIVER OF JURY TRIALS. UNLESS PROHIBITED BY LAW, PURCHASER, SELLER AND ESCROW AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ESCRROW AGREEMENT OR THE ACTIONS OF SELLER, PURCHASER OR ESCRROW AGENT IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

IN WITNESS WHEREOF, Seller, Purchaser and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the date first above written.

Key Government Finance, Inc.

By: ____________________________
    Authorized Officer

Title: ____________________________

Address: 1000 S McCaslin Blvd
          Superior, Colorado 80027

KeyBank National Association

By: ____________________________
    Authorized Officer

Address: 1000 S. McCaslin Blvd.
          Superior, Colorado 80027

County of Muskegon

By: ____________________________
    Authorized Officer

Title: ____________________________

Address: 141 E. Apple Avenue
          Muskegon, Michigan 49442
EXHIBIT A
FORM OF REQUISITION
COSTS OF PROPERTY
Schedule #1

C/O Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027
Attn: Tammy Kaler
(720) 304-1202
Email: tamura.m.kaler@key.com

On Behalf of:
KeyBank National Association
127 Public Square
Cleveland, OH 44114

AmountRequested: $_______________

Total Disbursements to Date: $_______________

Requisition No.: _______________

1. The undersigned, an officer or official of Purchaser, hereby requests and authorizes KeyBank National Association, as Escrow Agent under the Escrow Agreement dated as of June 27, 2019, among County of Muskegon (the "Purchaser"), Key Government Finance, Inc. (the "Seller") and Escrow Agent, to pay to or upon the order of the Purchaser the amount specified above for the payment or reimbursement of costs of Property described in Schedule 1 attached.

2. The Purchaser hereby certifies that:
   (a) each obligation mentioned in Schedule 1 has been properly incurred, is a proper charge against the Acquisition Fund and has not been the basis of any previous disbursement;
   (b) no part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Property or for services not yet performed in connection therewith;
   (c) insurance requirements of the Purchase Agreement have been complied with and such coverage is in force;
   (d) as of the date of this Requisition no event of default or event of nonappropriation, if any, as such terms are defined in the Purchase Agreement between Seller and Purchaser has occurred and is continuing and no event which with notice or lapse of time, or both, has occurred and is continuing which would constitute such event of default or event of nonappropriation; and
   (e) the Property acquired with this disbursement is functionally complete and operationally independent and is hereby accepted. If this is the final requisition, the final acceptance certification required in the Purchase Agreement is attached hereto.

3. All capitalized terms herein shall have the meanings assigned to them in the Escrow Agreement.

4. The list of equipment, set forth in the equipment/property description to the Purchase Agreement, shall be deemed amended upon payment of this requisition to include the property set forth in Schedule 1 hereto and any property paid with funds of this requisition.

by:

Name:

Title:

Date:

County of Muskegon

Master TEIP-Appropriation
KEYCORP CONFIDENTIAL - This is counterpart #_____ of _____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper
Approved by Seller, or in the event Seller’s right, title and interest in the Purchase Agreement has been assigned, by the current assignee of Seller’s right, title and interest in the Purchase Agreement:

Key Government Finance, Inc.

By: ____________________________

Name: __________________________

Title: __________________________

Date: __________________________

[Purchaser to attach final acceptance certification if final disbursement request.]
**SCHEDULE 1**  
**DISBURSEMENT SCHEDULE**

To Requisition No. _______ for the Acquisition Fund:

1. **Amount:** $__________
   **Payee:** _____________________________
   By check ____     By wire transfer ____
   If by check, Payee's address: _____________________________

   If by wire transfer, instructions as follows:
   **Pay to:**
   | Bank Name:       |                           |
   | Bank Address:    |                           |
   | Bank City, State, Zip: |              |
   | Bank Phone:      |                           |
   | For Account of:  |                           |
   | Account No.:     |                           |
   | ABA No.:         |                           |

2. **Amount:** $__________
   **Payee:** _____________________________
   By check ____     By wire transfer ____
   If by check, Payee's address: _____________________________

   If by wire transfer, instructions as follows:
   **Pay to:**
   | Bank Name:       |                           |
   | Bank Address:    |                           |
   | Bank City, State, Zip: |              |
   | Bank Phone:      |                           |
   | For Account of:  |                           |
   | Account No.:     |                           |
   | ABA No.:         |                           |

   County of Muskegon

   **By:** ____________________________________________
   **Name:** __________________________________________
   **Title:** __________________________________________
   **Date:** __________________________________________

---

Master TEIP-Appropriation
KEYCORP CONFIDENTIAL - This is counterpart # ______ of ______ manually executed counterparts. Only counterpart # 1 constitutes chattel paper.
INVESTMENT DIRECTION

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO  80027
Attn: Tammy Kaler
(720) 304-1202

KeyBank National Association
1000 S. McCaslin Blvd.
Superior, CO 80027
Attn: Escrow Agent

The undersigned, an officer or official of Purchaser, hereby requests and authorizes KeyBank National Association, as Escrow Agent under the Escrow Agreement dated as of June 27, 2019, among County of Muskegon (the "Purchaser"), Key Government Finance, Inc. (the "Seller") and Escrow Agent, to invest monies held in the Acquisition Fund in the following manner:

Money Market Deposit Account held at KeyBank National Association

All capitalized terms herein shall have the meanings assigned to them in the Escrow Agreement.

County of Muskegon

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________
Form 8038-G
Information Return for Tax-Exempt Governmental Bonds

Under Internal Revenue Code section 149(e)
See separate instructions.
Caution: If the issue price is under $100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I  Reporting Authority

<table>
<thead>
<tr>
<th>1  Issuer's name</th>
<th>2  Issuer's employer identification number (EIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)</td>
<td>3b Telephone number of other person shown on 3a</td>
</tr>
<tr>
<td>4 Number and street (or P.O. box if mail is not delivered to street address)</td>
<td>Room/suite</td>
</tr>
<tr>
<td>5 Report number (For IRS Use Only)</td>
<td>7 Date of issue</td>
</tr>
<tr>
<td>6 City, town, or post office, state, and ZIP code</td>
<td>9 CUSIP number</td>
</tr>
<tr>
<td>8 Name of issue</td>
<td>10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)</td>
</tr>
<tr>
<td>10b Telephone number of officer or other employee shown on 10a</td>
<td></td>
</tr>
</tbody>
</table>

Part II  Type of Issue (enter the issue price). See the instructions and attach schedule

<table>
<thead>
<tr>
<th>11 Education</th>
<th>11</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Health and hospital</td>
<td>12</td>
</tr>
<tr>
<td>13 Transportation</td>
<td>13</td>
</tr>
<tr>
<td>14 Public safety</td>
<td>14</td>
</tr>
<tr>
<td>15 Environment (including sewage bonds)</td>
<td>15</td>
</tr>
<tr>
<td>16 Housing</td>
<td>16</td>
</tr>
<tr>
<td>17 Utilities</td>
<td>17</td>
</tr>
<tr>
<td>18 Other, Describe</td>
<td>18</td>
</tr>
<tr>
<td>19a If bonds are TANs or RANs, check only box 19a</td>
<td>19a</td>
</tr>
<tr>
<td>19b If bonds are BANs, check only box 19b</td>
<td>19b</td>
</tr>
<tr>
<td>20 If bonds are in the form of a lease or installment sale, check box</td>
<td>20</td>
</tr>
</tbody>
</table>

Part III  Description of Bonds. Complete for the entire issue for which this form is being filed.

<table>
<thead>
<tr>
<th>(a) Final maturity date</th>
<th>(b) Issue price</th>
<th>(c) Stated redemption price at maturity</th>
<th>(d) Weighted average maturity</th>
<th>(e) Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
<td>years</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

Part IV  Uses of Proceeds of Bond Issue (including underwriters’ discount)

| 22 Proceeds used for accrued interest | 22 |
| 23 Issue price of entire issue (enter amount from line 21, column (b)) | 23 |
| 24 Proceeds used for bond issuance costs (including underwriters' discount) | 24 |
| 25 Proceeds used for credit enhancement | 25 |
| 26 Proceeds allocated to reasonably required reserve or replacement fund | 26 |
| 27 Proceeds used to refund prior tax-exempt bonds. Complete Part V | 27 |
| 28 Proceeds used to refund prior taxable bonds. Complete Part V | 28 |
| 29 Total (add lines 24 through 28) | 29 |
| 30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | 30 |

Part V  Description of Refunded Bonds. Complete this part only for refunding bonds.

| 31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded | 31 |
| 32 Enter the remaining weighted average maturity of the taxable bonds to be refunded | 32 |
| 33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) | 33 |
| 34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY) | 34 |

For Paperwork Reduction Act Notice, see separate instructions.
Cat. No. 63773S
Form 8038-G (Rev. 9-2018)
### Part VI - Miscellaneous

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)</td>
</tr>
<tr>
<td>36a</td>
<td>Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions</td>
</tr>
<tr>
<td>b</td>
<td>Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)</td>
</tr>
<tr>
<td>c</td>
<td>Enter the name of the GIC provider ▶</td>
</tr>
<tr>
<td>37</td>
<td>Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units</td>
</tr>
<tr>
<td>38a</td>
<td>If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ and enter the following information:</td>
</tr>
<tr>
<td>b</td>
<td>Enter the date of the master pool bond ▶ (MM/DD/YYYY)</td>
</tr>
<tr>
<td>c</td>
<td>Enter the EIN of the issuer of the master pool bond ▶</td>
</tr>
<tr>
<td>d</td>
<td>Enter the name of the issuer of the master pool bond ▶</td>
</tr>
<tr>
<td>39</td>
<td>If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶</td>
</tr>
<tr>
<td>40</td>
<td>If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶</td>
</tr>
<tr>
<td>41a</td>
<td>If the issuer has identified a hedge, check here ▶ and enter the following information:</td>
</tr>
<tr>
<td>b</td>
<td>Name of hedge provider ▶</td>
</tr>
<tr>
<td>c</td>
<td>Type of hedge ▶</td>
</tr>
<tr>
<td>d</td>
<td>Term of hedge ▶</td>
</tr>
<tr>
<td>42</td>
<td>If the issuer has superintegrated the hedge, check box ▶</td>
</tr>
<tr>
<td>43</td>
<td>If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶</td>
</tr>
<tr>
<td>44</td>
<td>If the issuer has established written procedures to monitor the requirements of section 148, check box ▶</td>
</tr>
<tr>
<td>45a</td>
<td>If some portion of the proceeds was used to reimburse expenditures, check here ▶ and enter the amount of reimbursement ▶</td>
</tr>
</tbody>
</table>

### Signature and Consent

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer’s return information, as necessary to process this return, to the person that I have authorized above.</td>
</tr>
</tbody>
</table>

### Paid Preparer Use Only

<table>
<thead>
<tr>
<th>Print/Type preparer’s name</th>
<th>Preparer’s signature</th>
<th>Date</th>
<th>Check □ If self-employed</th>
<th>PTIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm’s name ▶</td>
<td>Firm’s EIN ▶</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Firm’s address ▶</td>
<td>Phono no.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Form 8038-G (Rev. 9-2018)
Instructions for Form 8038-G
(Rev. September 2012)

Information Return for Tax-Exempt Governmental Obligations

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form
Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...

THEN, for tax-exempt governmental obligations issued after December 31, 1985, issuers must file...

$100,000 or more

A separate Form 8038-G for each issue

Less than $100,000

Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-57 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See Where To File next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

• DHL Express (DHL): DHL Same Day Service.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issuers.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at TaxExemptBondQuestions@irs.gov and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see next) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

• More than 10% of the proceeds are to be used for any private activity business use, and
• More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or $5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus,
when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, and

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the Amended Return box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessor or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. The issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.

Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue

Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see issue price under Definitions earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those
of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. Do not check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see Issue price under Definitions earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than $15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under Pooled financing issue in Definitions), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax-exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under Pooled financing issue in Definitions), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool obligation, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(vii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to
Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent
An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part I, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer
If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the Paid Preparer Use Only area of the return.

The paid preparer must:
• Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
• Enter the preparer information, and
• Give a copy of the return to the issuer.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form ........................ 2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS .................. 3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:WCAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this office. Instead, see Where To File.
Request for Taxpayer Identification Number and Certification

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

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership).
   - Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded for the owner for U.S. federal tax purposes. Otherwise, a single-member LLC is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.) See instructions. Requester’s name and address (optional)

6. City, state, and ZIP code

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

Part I

Taxpayer Identification Number (TIN)

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

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-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 cash 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.
By signing the filled-out form, you:

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 payer. 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. See What is FATCA reporting, later, for further information.

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.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding on Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of Article 20 also provides that if the student is a Chinese student (under paragraph 2 of the first protocol) and is relying on this exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.
**Specific Instructions**

**Line 1**

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note:** ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- **Sole proprietor or single-member LLC.** Enter your individual name as shown on your Form W-7 application, line 1a. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(ii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

<table>
<thead>
<tr>
<th>IF the entity/person on line 1 is a(n) . . .</th>
<th>THEN check the box for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Corporation</td>
<td>Corporation</td>
</tr>
<tr>
<td>• Individual</td>
<td>Individual/sole proprietor or single-member LLC</td>
</tr>
<tr>
<td>• Sole proprietor, or</td>
<td>Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)</td>
</tr>
<tr>
<td>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</td>
<td></td>
</tr>
<tr>
<td>• LLC treated as a partnership for U.S. federal tax purposes,</td>
<td></td>
</tr>
<tr>
<td>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</td>
<td></td>
</tr>
<tr>
<td>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</td>
<td></td>
</tr>
<tr>
<td>• Partnership</td>
<td>Partnership</td>
</tr>
<tr>
<td>• Trust/estate</td>
<td>Trust/estate</td>
</tr>
</tbody>
</table>
The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

<table>
<thead>
<tr>
<th>IF the payment is for...</th>
<th>THEN the payment is exempt for...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,0001</td>
<td>Generally, exempt payees 1 through $52</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third party network transactions</td>
<td>Exempt payees 1 through 4</td>
</tr>
</tbody>
</table>

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.
2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys’ fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with “Not Applicable” (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B—the United States or any of its agencies or instrumentalities
C—a state, the District of Columbia, a U.S. commonwealth or possession, or any of its political subdivisions or instrumentalities
D—a corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
E—a corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
F—a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G—a real estate investment trust
H—a regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—a common trust fund as defined in section 584(a)
J—a bank as defined in section 581
K—a broker
L—a trust exempt from tax under section 664 or described in section 4947(a)(1)

M—a tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes their address in their records.

**Line 6**
Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**
Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner’s SSN (or EIN, if the owner has one). Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN. **Note:** See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/OrderForms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you ask to complete Form W-9 but do not have a TIN, apply for a TIN and write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**
To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.
1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account: Give name and SSN of:

1. Individual
   - The Individual
   - The actual owner of the account or, if combined funds, the first individual on the account*
   - Each holder of the account

2. Two or more individuals (joint account) other than an account maintained by an FFI
   - The minor*
   - The grantor-trustee*
   - The actual owner

3. Two or more U.S. persons (joint account maintained by an FFI)
   - The owner*
   - The grantor*

4. Custodial account of a minor (Uniform Gift to Minors Act)
   - The minor*
   - The grantor-trustee*
   - The actual owner

5. a. The usual revocable savings trust (grantor is also trustee)
   b. So-called trust account that is not a legal or valid trust under state law
   - The owner*
   - The grantor*

6. Sole proprietorship or disregarded entity owned by an individual
   - The owner
   - Legal entity*

7. Grantor trust filling under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(ii) (A))
   - The corporation
   - The organization

For this type of account: Give name and EIN of:

1. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments
   - The public entity

2. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations sections 1.671-4(b)(2)(ii)(B))
   - The trust

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:
- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-909-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll free eassoe intake line at 1 877 777 4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts. If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you make to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.