

PURCHASE AGREEMENT

AGREEMENT between Suzanne Teng and Gilbert Levy, wife and husband, Seller, hereinafter referred to as **Seller**, and the Board of County Commissioners of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, hereinafter referred to as the **Buyer**.

IT IS HEREBY AGREED AS FOLLOWS:

That Seller shall sell and Buyer shall buy, in lieu of condemnation, at the price and upon the terms and conditions herein set forth, a 1.04 acres \pm open space easement in, on, over, under, across and through the following described real property (the "Acquisition Area"):

SEE ATTACHED EXHIBITS "A" and "A-1"

Together with all improvements thereon (as defined in Summary Statement of Offer to Purchase and Improvement Report attached hereto as Exhibit "B"), free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Grantor to Buyer in relation to the public improvement known as: The Santa Fe River Greenway Project ("Project").

Purchase Amount: The Buyer shall pay the following amounts to the Grantor, subject to the terms and conditions herein set forth:

\$41,000.00	Open Space Easement
\$85.08	Salvage Value of Windmill
\$23,914.92	Administrative Settlement
\$65,000.00	<i>Total Compensation</i>

The performance of this Agreement constitutes the entire consideration by the Buyer, including just compensation as required by law and shall relieve the Buyer of all further obligations or claims relating to the Property. Buyer will limit construction activities adjacent to the remainder parcel owned by Sellers to the installation of the multi-use trail and river restoration.

Escrow, Prorations and Fees: The parties hereto shall enter into an escrow agreement with an escrow agent selected by Buyer for closing of sale. Seller shall place into escrow all necessary documents to convey the above referenced real property interests to Buyer free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due. Monies payable under this Agreement may be due holders of secured and unsecured obligations (Lienholders) up to and including the total amount of principal, interest and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall be required to provide any necessary releases or consents for the Acquisition Area. The escrow agent shall make prorations based on the date of closing and the size of the Acquisition Area. All escrow fees, document preparation expenses and recording fees shall be paid by Buyer. If title insurance is desired by Buyer, it shall pay a premium therefor. Transfer of title shall be by easement agreement in a form approved by the Buyer. All other forms of interest to be conveyed shall be on a form approved by the Buyer.

No Sale or Encumbrance: The Seller shall not sell or encumber the Acquisition Area prior to closing.

Closing: Closing shall be on or before the later of 60 days after the date this Agreement is accepted and approved by the Buyer; or 30 days after receipt of all necessary releases or consents to convey the Acquisition Area free and clear of all liens and encumbrances.

No Leases: Seller warrants that there are no oral or written leases or real estate contracts on all or any portion of the Acquisition Area. Seller shall hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any undisclosed lease or real estate contract or any lease of said property held by any tenant of Seller.

Sale in Lieu of Condemnation: The sum paid by Buyer represents full and complete payment due Seller, including but not limited to any and all severance damages as to any remaining property owned by Seller. Seller herein acknowledges the sale of real property to the Buyer may have tax consequences to Seller, and is advised to seek legal and/or financial assistance as necessary to determine those consequences, which may include reporting of income received from the sale to the Internal Revenue Service.

Inspection: The Seller shall permit the Buyer to conduct such inspections of the Acquisition Area and/or the Seller's remaining property as the Buyer deems necessary. If inspections indicate a potential condition and further testing or inspection is recommended, the parties hereby agree to extend the date of closing to at least 30 days after the issuance of a final report for such additional testing or inspection.

Environmental: During pre-construction due diligence, Buyer shall obtain a Phase I ESA at Buyer's sole expense. If any environmental inspection reveals the presence of contamination or the need to conduct any environmental cleanup, the Seller shall remediate all contamination within the Acquisition Area to bring it into compliance with all applicable Federal, State or local environmental regulations and to the satisfaction of the Buyer prior to closing. Seller defends, indemnifies, and holds the Buyer and its employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, lessees and invitees (collectively "Indemnitees"), harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses, and disbursements, including legal fees and expenses of whatever kind and nature (collectively "claims" or "damages") imposed on, incurred by, or reserved against the Indemnitees in any way relating to or arising out of any noncompliance with any federal, state, or local environmental laws, the existence or presence of any regulated substance on or emanating from the Seller's property and any claims or damages in any way relation to or arising out of the removal, treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under, or emanating from the Seller's property.

Possession: The Seller hereby grants to the Buyer, its agents and assignees, Right of Entry to the Acquisition Area for project related purposes including but not limited to construction. If this Agreement is not acted upon by the Buyer within 90 days of the Seller's acceptance of this Agreement, this Right of Entry shall be terminated immediately and without further act or action.

Possession of the Acquisition Area shall be given to Buyer upon close of escrow and recording of the documents conveying the Acquisition Area.

Risk of Loss: The Seller shall be responsible for the risk of loss for any and all damage to the improvements located on or within the Acquisition Area prior to close of escrow and recording of the documents conveying the Acquisition Area.

No Salvage: The Seller shall not salvage or remove any fixtures, improvements or vegetation located within the Acquisition Area without prior written approval of the Buyer. Any personal property located on or within the Acquisition Area must be removed prior to close of escrow.

Broker's Commission: No broker or finder has been used and the Buyer shall owe no brokerage or finder's fee related to this transaction. The Seller has the sole obligation to pay all brokerage or finders fees to any agent employed by Seller.

Survival of Representations and Warranties: All representations and warranties contained in this Agreement shall survive the closing of escrow.

Exhibits: Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth herein.

Entire Agreement: This agreement contains the entire agreement between the Seller and Buyer. All understandings, conversations and communications, oral or written, between Seller and Buyer, or on behalf of either of them, are merged into and superseded by this agreement and shall be of no further force or effect. No modification or amendment to this Agreement shall be binding unless in writing and signed by both the Seller and the Buyer.

Binding Effect: This agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns. In the event Seller sells or attempts to sell an interest in any portion of the subject property of which the Acquisition Area is a part, Seller agrees to tender this agreement to the buyer or prospective buyer, who shall take the property interest subject thereto.

Authority: Buyer represents and warrants that it is a political subdivision of the State of New Mexico duly organized, validly existing under the laws of the state of its formation, that it has all the requisite power and authority to execute this agreement through the signature(s) below, and to perform its obligations hereunder. Seller represents and warrants they are wife and husband, both with the power and authority to execute this agreement through the signature(s) below, and to perform the obligations hereunder.

Seller accepted this 11th day of December, 2015.

Suzanne Teng
Suzanne Teng

Gilbert Levy
Gilbert Levy

Buyer agrees to purchase the above-described property at the price and under the terms and conditions herein set forth.

Buyer accepted this 11th day of December, 2015.

SANTA FE COUNTY:

Katherine Miller
Katherine Miller, County Manager

Date: 11-11-15

APPROVED AS TO FORM:

Gregory S. Shaffer
Gregory S. Shaffer, County Attorney

Date: 1-11-16

FINANCE DEPARTMENT APPROVAL:

Carole H. Jaramillo
Carole H. Jaramillo
County Finance Director

Date: 1/14/16

Exhibit "A"

Legal Description of Open Space Easement

LOT 5-B DESCRIPTION

ALL THAT PORTION OF LAND DESCRIBED ON WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 1397589, REFERENCE BOUNDARY SURVEY PLAT FOR JUDITH SYKE LAVENDER RECORDED AS RECEIPTION #1215,512 PLAT BOOK 686 PAGE 617, ALL IN THE OFFICE OF THE SANTA FE COUNTY CLERK, SAID PARCELS WITHIN LOT 5 SECTION 32 117N, R9L, N.M.P.M., CITY AND COUNTY OF SANTA FE, NEW MEXICO, WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5-B COMMON WITH THE SOUTHEAST CORNER OF LOT 5-A, WHICH HAS A CHORD BEARING & DISTANCE OF S18°19'51"W 59.45 FEET FROM A CAPPED REBAR STAMPED L.S. 9052

THENCE COUNTERCLOCKWISE 39.25 FEET ON A CURVE HAVING A RADIUS OF 1186.50 FEET AND A CHORD OF S20°57'21"E, 39.25 FEET;

THENCE S21°54'13"E, 129.09 FEET;

THENCE S65°57'55"W, 226.75 FEET;

THENCE N89°03'56"W, 10.89 FEET;

THENCE N12°40'31"W, 268.73 FEET;

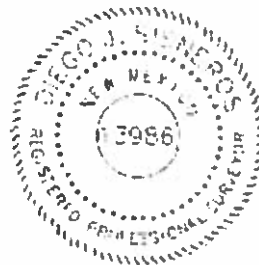
THENCE N77°19'29"E, 49.14 FEET;

THENCE S52°40'31"E, 95.51 FEET;

THENCE N70°19'25"E, 96.89 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 1.04 AC., MORE OR LESS, AS SHOWN MORE COMPLETELY ON LAND DIVISION SURVEY PLAT PREPARED FOR IAN M. & AMY JOANNE JOE OF A PORTION OF LOT 5 PREPARED BY CORNERSTONE LAND SURVEYING JILLERY L. LUDWIG NMLS NO. 13986, STAMPED PRELIMINARY-FOR REVIEW ONLY AND DATED 04-19-2013

Diego J. Simeras
DIEGO J. SIMERAS, N.M.P.L.S. 13986



10/23/2013

Exhibit "A-1"

Legal Description Drawing of Open Space Easement

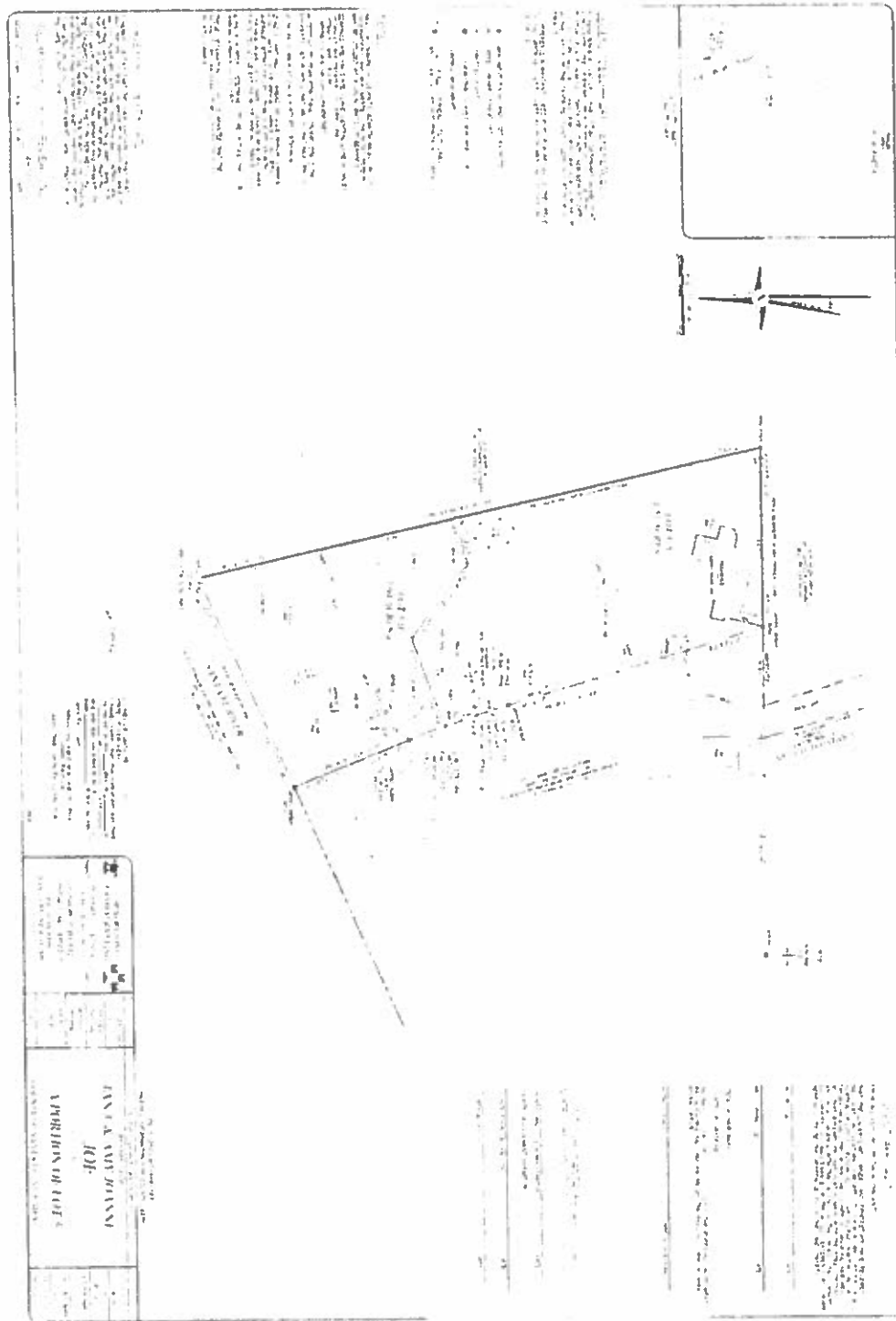


Exhibit "B"

SANTA FE COUNTY – BOARD OF COMMISSIONERS
SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT

This statement accompanies our offer letter of December 11, 2015, and shows the basis on which the offer is made.

A. IDENTIFICATION OF THE PROPERTY

The land is identified as: 1673 Camino McMillin, Santa Fe, New Mexico 87507

TPN/UPC: 56006375 / 1050097407345000000

Property of: Suzanne Teng and Gilbert Levy, wife and husband

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

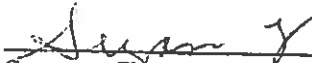
The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Open Space Easement (acre)	1.04	39,423.08 \$	41,000.00
Windmill (salvage value, per pound)	709.00	0.12 \$	85.08
Administrative Settlement		\$	23,914.92
TOTAL JUST COMPENSATION		\$	65,000.00
TOTAL JUST COMPENSATION (ROUNDED)		\$	65,000.00


STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There are no persons living on the property requiring relocation.
- There are no businesses being conducted on the property requiring relocation.


Suzanne Teng

Date: 12/11/15


Gilbert Levy

Date: 12-11-2015

Exhibit "C"

Leases

Lease Agreement affecting
Parcel # 56006375

1. See Attached

or

2. Not Applicable

SL Owner's Initials ↙

G-L Owner's Initials ↙

PERMANENT TRAIL AND OPEN SPACE EASEMENT

THIS EASEMENT made this 11th day of December, 2015 by and between Suzanne Teng and Gilbert Levy, wife and husband, ("Grantors") and Board of County Commissioners of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico ("Grantee").

WITNESSETH, that the Grantors, for and in consideration of the sum of One and 00/100 dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the Grantee, its successors and assigns, a perpetual easement ("Easement") to construct, use, and maintain, and to do all other things necessary for the construction, use and maintenance of flood control, open space, a bicycle trail, and pedestrian trail in, on, through, over, under, and across, and including ingress and egress to and from the Easement, the following-described parcel of land:

SEE ATTACHED EXHIBITS "A" and "A-1"

The undersigned covenants that they are the owner of the above-described parcel of land, and that said lands are free and clear of encumbrances and liens.

Such Easement is also to provide access in connection with the restoration of the Santa Fe River, including but not limited to, construction activities, grading, channel and bank stabilization, and maintenance (collectively referred to as "Flood Control") and all other things necessary for Flood Control.

It is understood and agreed by Grantors and Grantee that the Grant of this Easement shall not adversely affect Grantor's future rights to utilize the acreage subject to the Easement in satisfying applicable governmental planning and zoning regulations which pertain to the development of Grantor's adjacent property, however, Grantor shall not place any permanent or temporary structures, improvements or personal property within the easement area.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seal on the day and year first above written.

Grantor(s):

Suzanne Teng
Suzanne Teng

Gilbert Levy
Gilbert Levy

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 21 day of
December, 20 15, by Suzanne Teng and Gilbert Levy.

Meghan Bayer
Notary Public

My commission expires: 8-11-19

Tax Parcel # 1050097407345000000

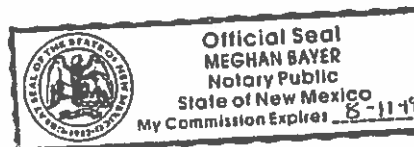


Exhibit "A"
Legal Description of Permanent Trail Easement

LOT 5 B DESCRIPTION

ALL THAT PORTION OF LAND DESCRIBED ON WARRANTY DEED
RECORDED AS INSTRUMENT NUMBER 1397569, REFERENCE
BOUNDARY SURVEY PLAT FOR JUDITH SYKE (AVENUE) RECORDED
AS RECEIPTION #1215,512 PLAT BOOK 686 PAGE 617, ALL IN THE
OFFICE OF THE SANTA FE COUNTY CLERK.
SAID PARCEL LIES WITHIN LOT 5 SECTION 32 T17N, R9E, N.M.P.M.,
CITY AND COUNTY OF SANTA FE, NEW MEXICO, WHICH PORTION MAY
BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 5 B COMMON WITH
THE SOUTHWEST CORNER OF LOT 5 A, WHICH LIES A CHORD
BEARING & DISTANCE OF S18°19'51"E 69.45 FEET FROM A CAPPEL
REBAR STAMPED L.S. 5052

THENCE COUNTERCLOCKWISE 39.25 FEET ON A CURVE
HAVING A RADIUS OF 1186.50 FEET AND A
CHORD OF S20°57'21"E, 39.25 FEET;

THENCE S21°54'13"E, 128.09 FEET;

THENCE S65°57'55"W, 226.75 FEET;

THENCE N89°05'56"W, 10.89 FEET;

THENCE N12°40'31"W, 258.73 FEET;

THENCE N77°19'29"E, 49.14 FEET;

THENCE S52°40'31"E, 95.51 FEET;

THENCE N7°01'25"E, 95.89 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING
1.04 AC., MORE OR LESS, AS SHOWN MORE COMPLETELY ON LAND
DIVISION SURVEY PLAT PREPARED FOR JAM M. & AMY JOANNE JOL
OF A PORTION OF LOT 5 PREPARED BY CORNERSTONE LAND
SURVEYING JEFFREY L. LUDWIG NMLS NO. 13054, STAMPED
PRELIMINARY-FOR REVIEW ONLY AND DATED 04-19-2010.

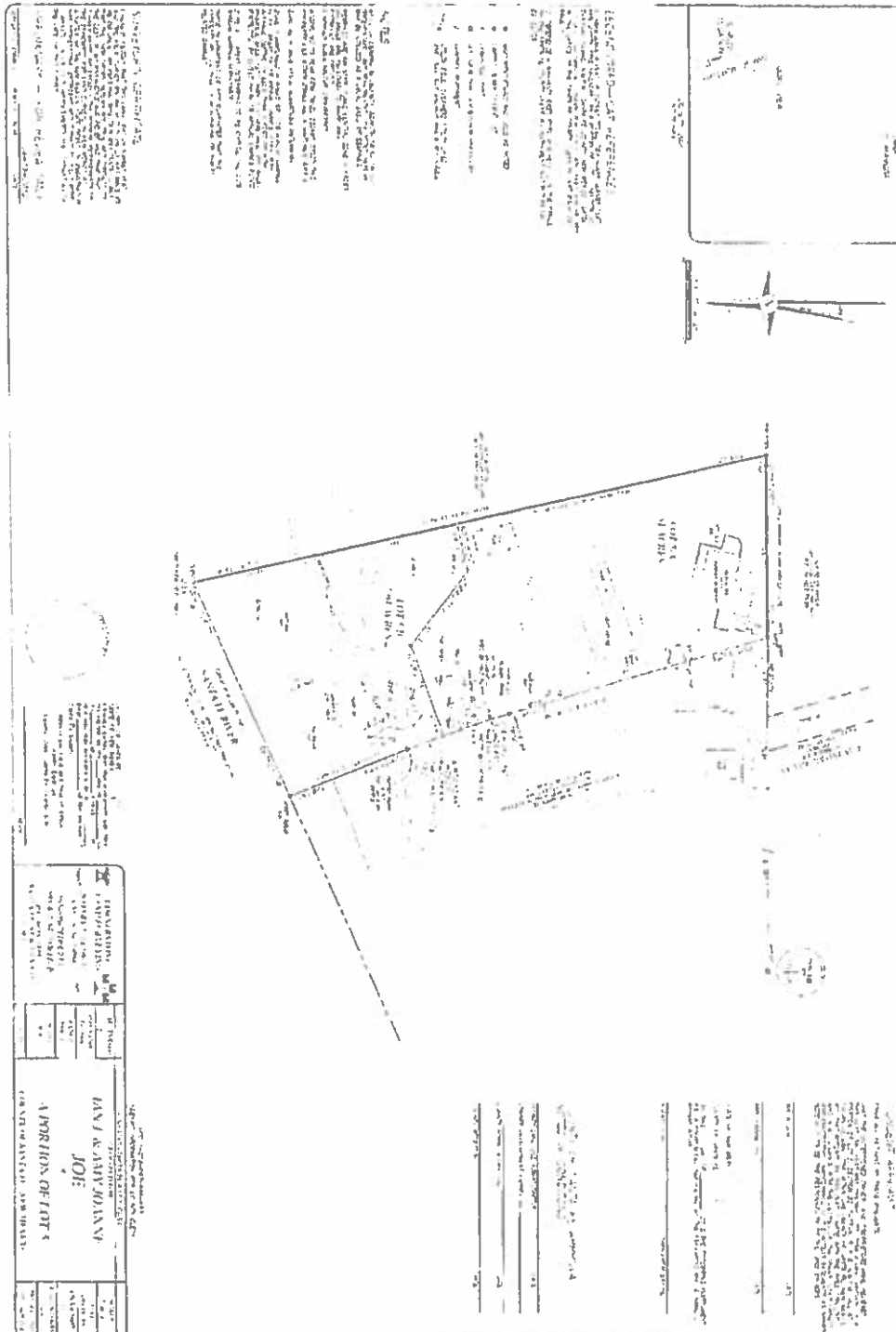
Diego J. Sisneros
DIEGO J. SISNEROS, N.M.P.L.S. 13980



10/23/2013

EXHIBIT A

Exhibit "A-1" Legal Description Drawing of Permanent Trail Easement



**SANTA FE COUNTY
STATEMENT OF AUTHORITY
AND AUTHORIZATION**

PROJECT: Santa Fe River Greenway Project

PROPERTY OWNER: Suzanne Teng and Gilbert Levy

TAX CODE NO.: 56006375 / **UPC No.:** 1050097407345000000

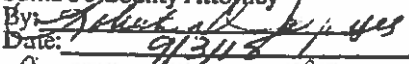
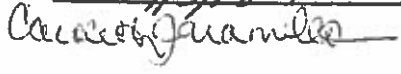
PROPERTY ADDRESS: 1673 Camino McMillin, Santa Fe, NM

The Santa Fe Board of County Commissioners has delegated the authority to negotiate this right of way acquisition to Katherine Miller, Santa Fe County Manager. I am authorized to offer and negotiate an amount of compensation for the above referenced property that commences at \$65,000.00 and to work with Tierra Right of Way Services to complete this right of way acquisition for the Santa Fe River Greenway Project.

The compensation stated herein takes into consideration the 2/28/13 Appraisal Review Report including independently completed market research information by Kris Kapke, Pinnacle West Investments, Review Appraiser, and the Summary Appraisal Report dated 12/27/12, prepared by Jack Donnell, Donnell Appraisal, PC.


Katherine Miller
Santa Fe County Manager

12-11-13
Date

Approved as to form
Santa Fe County Attorney)
By: 
Date: 9/3/13




REQUEST FOR ADMINISTRATIVE SETTLEMENT

Project:	Santa Fe River Greenway	Date:	January 31, 2014
Owner:	Suzanne Teng and Gilbert Levy	Take Type:	Partial Acquisition
Parcel No:	56006375	Project Parcel ID:	2.6
Appraiser:	John T. Donnell, Donnell Appraisal, P.C.	Date of Value:	February 1, 2013

Just Compensation Offer:

The Donnell Appraisal, P.C. (John T. Donnell) appraisal dated September 20, 2010 concluding a compensation value of \$65,000.00 for a partial acquisition of 1.04 acres of vacant residential property ("2010 Appraisal") was obtained by Santa Fe County Open Space & Trails Program ("County"). Due to the passage of time following this appraisal and the possibility of change in market value, an updated appraisal was prepared by Donnell Appraisal, P.C. (John T. Donnell) dated December 27, 2012 confirming the compensation amount of \$65,000.00 for a partial acquisition of 1.04 acres of vacant residential property ("2012 Appraisal") at the request of Tierra Right of Way Services, Ltd. ("Tierra"). The February 1, 2013 Appraisal Review of the 2012 Appraisal obtained by Tierra adjusted the compensation to account for the difference in market value of flood plain and unencumbered land, and concluded a compensation value of \$41,000.00 for the partial acquisition of 1.04 acres of vacant residential property. The County approved the \$41,000.00 Establishment of Just Compensation on August 30, 2013.

<u>Offer of Just Compensation</u>	<u>Original</u>
Value for Fee Acquisition (0.21 ac x \$75,500.00 ac)	\$15,855.00
Value for Flood Plain Fee Acquisition (0.83 ac x \$30,298.00 ac)	\$25,140.00
Total Value of Acquisition	\$40,995.00
Total Value of Just Compensation (Rounded)	\$41,000.00

Summary of Negotiations:

As needed for the Santa Fe River Greenway ("Project"), an offer to purchase for the partial acquisition in Fee of a portion of the property located at 1673 Camino McMillin, Santa Fe, NM, Tax Code #56006375, was presented on November 7, 2013. The offer to purchase was presented to Suzanne Teng and Gilbert Levy ("Owners") in person via hand delivery by Tierra. During the offer presentation the Owners advised Tierra that they believed the offer amount was low and would be providing a counteroffer after consulting with their real estate broker. On November 14, 2013, the Owners emailed a \$65,000.00 counteroffer to Tierra based on the 2010 Appraisal, 2012 Appraisal, 10 real estate sales comparables, and the unspecified value of a windmill located on the property. The Owners also conditioned execution of acquisition documents on the receipt and review of Project design plans to confirm that no structures will be built in the acquisition area adjacent to their parcel.

The reliance by the Owners on the \$65,000.00 value conclusions from the 2010 and 2012 Appraisals does not support an increase in compensation because the blended rate utilized as the basis of calculation of compensation in both does not establish value for the land based on available market data directly comparable to the features of the land to be acquired. The \$65,000.00 value did not account separately for the difference in market value between portions of the unencumbered property rights to be acquired and the portion of the acquisition located within the flood plain. The \$65,000.00 value conclusion in the 2012 Appraisal based on a blended rate was adjusted to \$41,000.00 through

Recommendation for Settlement:

Tierra Right of Way Services recommends that an Administrative Settlement offer to purchase be prepared and presented to the property owner for the values as outlined below:

Value for Fee Acquisition (0.21 ac x \$75,500.00 per ac)	\$15,855.00	\$15,855.00
Value for Flood Plain Fee Acquisition (0.83 ac x \$30,892.00 per ac)	\$25,140.00	\$25,140.00
Total Value of Acquisition	\$40,995.00	\$40,995.00
Just Compensation (Rounded)	\$41,000.00	\$41,000.00
Salvage Value of Windmill		\$85.08
Administrative Settlement Increase		\$23,914.92
Total Value of Administrative Settlement		\$65,000.00

Prepared by: Susan Christiansen, Project Manager

Authorization for Settlement:

- ☐ Having reviewed this recommendation, I authorize Tierra Right of Way Services, Ltd., to proceed with an offer of administrative settlement as recommended herein.
- ☐ Having reviewed this recommendation, I am not acceptable to the proposed Administrative Settlement. I hereby, request Tierra Right of Way Services, Ltd., to proceed with preparation and notification of this file for condemnation action.

☒ Having reviewed this recommendation, I authorize Tierra Right of Way Services, Ltd., to proceed with an offer of administrative settlement as set forth below:


As recommended herein with the stipulation that any final settlement requires the approval of the Santa Fe County Board of County Commissioners.

Santa Fe County


Katherine Miller, Manager

Date: 3.3.14

Approved as to form:


Stephen C. Ross
Santa Fe County Attorney

Date: 2/18/14

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) <u>Gilbert Levy</u>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
Address (number, street, and apt. or suite no.) <u>1673 Capella McMillan</u>	Requester's name and address (optional)
City, state, and ZIP code <u>San Jose, NM 87507</u>	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
957-70-1381

Employer identification number
_____-_____-_____-_____-_____-_____-_____-_____-

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** ▶ Gilbert Levy **Date** ▶ 9-16-14

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

Business name/disregarded entity name, if different from above

List account number(s) here (optional)

Exemption from FATCA reporting
code (if any)

Requester's name and address (optional)

$$561 - 27 - 0464$$

Employer identification number

**Signature of
U.S. person ▶**

Date April 10, 2014

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.