



Greenfield Engineering & Planning

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February 11, 2025

Board of Public Works and Safety
10 S. State Street
Greenfield, IN 46140

Re: Master Service Agreement for 1 PRO Environmental, L.L.C.

Dear Members,

On November 12, 2024, the Board acknowledged a signed master services agreement with 3 PRO Environmental, L.L.C. for work associated with removal of a fuel tank removal on the south side of E. North street for construction of the Riley Arts Trail. This agreement was later utilized when additional fuel tanks were found on the same street for the same project.

Staff was recently notified that 3 PRO Environmental, L.L.C. is being dissolved and the relevant 3 PRO Environmental, L.L.C. staff is re-registering their entity as 1 PRO Environmental, L.L.C. Attached is a new master services agreement for the new L.L.C.

Staff recommends a **motion to execute a Master Services Agreement with 1 PRO Environmental, L.L.C.**

A handwritten signature in blue ink that reads "Glen E. Morrow".

Glen E. Morrow, PE
City Engineer

MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**Agreement**”) is entered into between **1 PRO Environmental, LLC**, an Indiana domestic limited liability company located at 651s 725w Rd Tipton, Indiana 46072 (“**1 PRO**”) and (“**The Customer**”) City of Greenfield who is located at (“**Address**”) Greenfield Indiana

This Agreement shall govern the provision by 1 PRO of certain services described in one or more Statement of Work(s) (each a “**SOW**”).

1. **Scope of Services.** 1 PRO will provide Customer with services as set forth in a SOW (collectively, the “**Services**”), the form of which is set forth in Exhibit A hereto. If the parties define deliverables in a SOW (the “**Deliverables**”), 1 PRO will provide such Deliverables in material conformance with the SOW. 1 PRO shall be responsible for maintaining, at its own expense any necessary equipment and supplies.

2. **Statements of Work.** Each SOW entered into by the parties shall reference this Agreement and shall be incorporated as part of this Agreement; provided, however, the terms of this Agreement shall take precedence in the event of any conflict between the SOW and this Agreement to the extent necessary to resolve any such conflict. Each party will consider and negotiate in good faith any changes to a SOW that are requested in writing by the other party; however, any modification to the scope or any other element of a SOW must be agreed in writing between the parties.

3. **Acceptance.** (a) Environmental hazard cleanup and services that fall under Indiana Department of Environmental Management. When 1 PRO believes it has appropriately completed the SOW, it shall provide a Closure Report to the appropriate party(ies) based on its professional judgment. If the appropriate party is the Indiana Department of Environmental Management (“**IDEM**”), Customer agrees that IDEM’s acceptance of a Closure Report shall satisfy Customer and Customer shall accept. If IDEM does not initially accept and rejects the Closure Report, 1 PRO will promptly address the concerns specified by IDEM. When it believes that it has made the necessary corrections, 3 PRO will again deliver the Closure Report to IDEM and the acceptance/rejection/correction provisions above shall be reapplied until the Deliverable is accepted. Customer may only reject the Deliverable if IDEM does not accept the Closure Report even after 1 PRO completes additional work and 1 PRO provides written statement that it will not do further work to seek such approval.

3. (b.) Services that do not fall under IDEM. (a) When 1 PRO believes it has appropriately completed a Deliverable, 1 PRO will notify Customer. Customer will accept or reject the Deliverable within seven (7) days after delivery. Failure to give notice of acceptance or rejection within that period will constitute acceptance. Customer may reject the Deliverable only if the Deliverable objectively fails to meet the requirements stated in the applicable SOW. If Customer rejects the Deliverable, 1 PRO will promptly correct the failures properly specified in the rejection notice. When it believes that it has made the necessary corrections, 1 PRO will again deliver the Deliverable to Customer and the acceptance/rejection/correction provisions above shall be reapplied until the Deliverable is accepted or 1 PRO issue written notice that it will not do further work to seek such approval. Customer shall not unreasonably withhold such approval.

4. **Fees and Payment.** Fees and Payment. Customer accepts full financial responsibility and shall provide payment to 1 PRO for all fees based upon Services and Deliverables as outlined in a SOW. Such fees shall be invoiced as set forth in the applicable SOW and paid net 30 days from receipt of invoice. Customer acknowledges and agrees that Customer is responsible for full payment irrespective of whether her/his/its insurance company provides coverage or issues full, partial, or no payment.

5. **Ownership and Rights.** *Licenses from Customer to 1 PRO. Customer hereby grants to 1 PRO:*

(a) **Premises Access.** If any part of the Service shall occur on privately-owned property, a temporary license access said property to perform the Services (“**Premises Access License**”) at the site/location as defined in the SOW (“**Site.**”) Customer warrants that it holds, or has properly obtained, the requisite legal rights to grant such license. The Premises Access License shall remain in effect until the SOW has been completed and all of 1 PRO’s equipment has been removed.

(b) Images. 1PRO, from time to time, photographs or records the location and work performed for business purposes that may include but are not limited to records, continued improvement, training, and/or marketing. Customer hereby grants to 1 PRO permission to photograph, videotape, or otherwise capture the location and any physical objects/structures of the Site in which the SOW is performed ("1 PRO Work Images"). Customer further grants and/or acknowledges that 1 PRO shall hold full rights and ownership to any and all 1 PRO Work Images. Customer agrees that it has no expectation of privacy regarding the location during the term of this Agreement. Customer may request and shall receive at no cost from 1 Pro copies of photos, videotapes, or other methods to capture images of the location, physical objects/ structures, and any in progress or completion depictions.

6. Warranties; Disclaimers. 1 PRO warrants that:

- (a) The Services will be performed in a professional and workmanlike manner,
- (b) All of 1 Pro's personnel have authorization to work in the United States.
- (c) Disclaimer. To the Maximum extent permitted by applicable law but except as expressly set forth in this agreement (1) the services and deliverables are provide "AS-IS"; (2) 1 Pro makes no additional warranty condition, representation, undertaking or guaranties, including without limitation, any with respect to title, merchantability or fitness for a particular purpose and (4) 1 Pro's liability under implied or statutory warranty, condition, representation, undertaking or guaranty which cannot be legally excluded is limited in respect of the services to suppling the services again or paying the cost of supplying the services again.

7. LIMITATION OF LIABILITY. LIMITATION OF LIABILITY. (a) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 3 PRO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM (30) DAYS PRIOR TO THE DATE ON WHICH SUCH CLAIM OR CAUSE OF ACTION AROSE.

(b) Exclusion of Consequential and Related Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 1 PRO HAVE ANY LIABILITY TO THE OTHER COMPANY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY OTHER INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL

DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. 1 PRO SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, DAMAGE OR INCONVENIENCE SUFFERED BY THE OTHER PARTY OR BY ANY THIRD PERSON, TO THE EXTENT THAT SUCH LOSS, DAMAGE OR INCONVENIENCE IS CAUSED BY THE FAILURE OF THE OTHER PARTY TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT.

8. Indemnification. Each party shall indemnify, defend and hold each other harmless. 1PRO, its officers, employees and agents, or subcontractors harmless from and against any and all liabilities, costs, losses, damages and expenses (including reasonable attorneys' and experts' fees and expenses) in any and all legal actions brought against Customer arising out of (a) a claim that the Services or Deliverables infringe or misappropriate any property right of a third party; (b) a claim of injury stemming from or related to the accident or event creating the need for Services or the condition of the Site at which Services are to be performed. Customer will reimburse 1 PRO for any fees and expenses as they are incurred; or (c) Customer's breach of this Agreement. This provision shall survive the expiration or earlier termination of this agreement.

9. Term and Termination. Term. This Agreement commences on the date of the first SOW between the parties ("Effective Date") and, unless terminated earlier pursuant to the terms of this Agreement, shall continue in force until the later to occur of (1) all Statements of Work between the parties being completed or terminated and (2) written notice by 1 PRO of its intent to terminate this Agreement pursuant to Section 8(b).

10. Termination. 1 Pro or the customer may terminate this agreement with cause at ethers convenience upon written notice. will pay 1 PRO all fees and expenses related to services performed and/or costs incurred during prior to termination as specified.

11. 1 PRO Personnel.

(a) **Qualifications.** 1 PRO will provide experienced and qualified personnel to perform the Services. At all times during the term of the Agreement, 1 PRO will maintain suitable resources and competent and knowledgeable personnel to perform the Services and its obligations under this Agreement. All 1 PRO employees and/or contractors who perform work under this Agreement shall have training that meets or exceeds Occupational Safety and Health Administration standards.

(b) **Standards of Conduct.** 1 PRO will notify each of its personnel performing Services of the requirements of this Agreement.

12. **Attorneys' Fees.** In the event a 1 PRO or any of its Affiliates brings any action to enforce or protect any of its rights under this Agreement and prevails, 1 PRO shall be entitled to recover, in addition to its damages, its reasonable attorneys' fees and costs incurred in connection therewith. Customer has the right to recover, in addition, its damages, its reasonable attorney's fees and costs incurred in connection therewith as well.

13. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Indiana. Any legal claim, suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule and shall be instituted exclusively in the federal courts of the United States in the State of Indiana in each case located in the city and county of Hancock and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non convenient. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) in any form that it may be adopted are specifically excluded from and will not apply to this agreement

14. General.

(a) **Survival.** The following provisions shall survive termination of this Agreement; Section titled "Fees and Payment" "Licenses from customer to 1 Pro" "Warranties; Disclaimers;" "Limitation of Liability," "Indemnification," "Attorneys' Fees." "Survival," and "General Provisions."

(b) **Notices.** Notices to be given or submitted by either party to other pursuant to this Agreement shall be in writing and directed to the address in the preamble to this Agreement or otherwise provided to the other party in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt), (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested) or by certified or registered mail, return receipt requested, postage prepaid or (iii) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.

(c) **Authority.** Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

(d) **Complete Agreement.** This Agreement, together with any SOWs, constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Each party agrees that any terms and conditions of any purchase order or other instrument issued by 1 PRO in connection with the Agreement that are in addition to or inconsistent with the terms and conditions of this Agreement shall be of no force or effect.

(e) **Modification.** This Agreement may only be amended, modified or supplemented by an agreement in writing by non-preprinted agreements clearly understood by both parties to be an amendment and signed by each party hereto.

(f) **No Waiver.** No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege

(g) **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be illegal, unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable, but shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

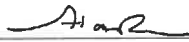
(h) **Assignment and Successors.** 1 PRO may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Customer's consent. This Agreement shall be binding upon and inure to the benefit of each party and their respective successors and permitted assigns.

(i) **Force Majeure.** Except for performance of a payment obligation, neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, epidemics or pandemics, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control. In the event any of the foregoing events results in 1 PRO not being able to provide the Services for a period of more than ninety (90) days, then either Party may terminate the Agreement upon written notice to the other Party.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of Customer by its duly authorized officer.

I Pro Environmental, LLC

[Insert Customer Name]



By

By

Alan Perry

Name

Name

CEO

Title

Title

12/20/24

Date

Date

Attachments

Exhibit A (Statement of Work)

**Exhibit A
STATEMENT OF WORK**

This Statement of Work (“SOW”) is entered into pursuant to and incorporates herein by reference the terms and conditions of the Master Service Agreement, entered as of the 20th Day of December 2024 (“the Agreement”), by and between **1 PRO Environmental, LLC**, an Indiana limited liability company located at 651s 725w Tipton In, 46072. (“1 Pro”) and (“Customer”) City of Greenfield located at (“address”) Greenfield Indiana

This agreement shall govern the provision by 1 Pro of certain services in one or more Statements of work(s) (each a “SOW”).

1. **Start Date:** 12/20/2024
2. **Address for Site/ location of Services:** North and Main Street in Greenfield Indiana
3. **Deliverables Schedule:** 1 PRO shall achieve the following project milestones and/or deliver the completed

Deliverables in accordance with the following schedule:

Phase	Brief Description	*Estimated Time Period
0	AST removal	90 days
1		
2		

*Customer acknowledges and agrees that these are estimates by 1 PRO, and 1 PRO may adjust these estimates in its sole reasonable discretion.

4. **Fees and Payment.** In consideration for delivering the Deliverables and for 1 PRO carrying out its obligations hereunder, Customer shall pay to 1 PRO, in U.S. dollars the amount charged (“Fee”) for the SOW.

5. **Invoicing.** 1 PRO shall invoice Customer for the Fee upon 1 Pro's delivery of the Deliverable. Customer shall pay each such invoice in accordance with the Agreement or within 30 days or be subject to 15% late fee per week

***Special Conditions (if any):**

Any changes or additions to the tasks or deliverables require an amendment to this SOW signed by the Parties or a new SOW signed by the Parties.

Other: _____

IN WITNESS WHEREOF, the parties have caused this **SOW** to be executed by their duly authorized representatives.

1 PRO Environmental, LLC

By: 

Name: Alan Perry

Title: CEO

Date; 12/20/2024

Customer

By:

Name:

Title:

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark Insurance Group 40 West 500 South Marion, IN 46953	CONTACT NAME: Tonya Bolander PHONE (A/C, No, Ext): (765) 724-2637 E-MAIL ADDRESS: tbolander@clarkig.com FAX (A/C, No): (765) 724-1470
INSURER(S) AFFORDING COVERAGE	
INSURER A: AUTO-OWNERS INS CO	NAIC # 18988
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			09751278	12/20/2024	12/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5575127801	12/20/2024	12/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N <input checked="" type="checkbox"/> A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Greenfield Attn: Glen Marrow 10 S State Street Greenfield, IN 46140	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Tonya Bolander</i>
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Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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	
1 Pro Environmental	
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.	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
<input checked="" type="checkbox"/> 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 from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶ _____	
5 Address (number, street, and apt. or suite no.) See instructions. 651 S 725W	Requester's name and address (optional)
6 City, state, and ZIP code Tipton In, 46072	
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									
3	3	-	2	3	5	4	0	9	7

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 ▶	<i>Alan Perry</i>	Date ▶	<i>12/19/24</i>
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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